



AGENDA
Committee of the Whole
Monday, August 29, 2016 – 5:30 p.m.
City Council Chambers, City Hall 10th Floor
UPDATED – 8/26/16 P.M.

Councilmember Judi Brown Clarke, Chair
Councilmember Jessica Yorko, Vice Chair

1. **Call to Order**
2. **Roll Call**
3. **Public Comment on Agenda Items**
4. **Discussion/Action:**
 - A.) RESOLUTION – Set a Public Hearing; Second Amendment to the Hope Sports Complex Lease
 - B.) RESOLUTION – Support of HR 182 and CR15 to Shut Down Line 5
 - C.) FY2017/2018 Budget Priorities
 - D.) FOIA Update (City Attorney)
5. **Adjourn**

The City of Lansing's Mission is to ensure quality of life by:

- I. Promoting a vibrant, safe, healthy and inclusive community that provides opportunity for personal and economic growth for residents, businesses and visitors
- II. Securing short and long term financial stability through prudent management of city resources.
- III. Providing reliable, efficient and quality services that are responsive to the needs of residents and businesses.
- IV. Adopting sustainable practices that protect and enhance our cultural, natural and historical resources.
- V. Facilitating regional collaboration and connecting communities



Chris Swope
Lansing City Clerk

August 5, 2016

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

Dear President and Council Members:

My office has received and placed on file:

Hope Sports Complex Lease, Second Amendment

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,

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

Chris Swope, CMC
Lansing City Clerk



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 Clerk Chris Swope
FROM: Mayor Virg Bernero
DATE: July 29, 2016
RE: Hope Sports Complex Lease—Second Amendment

RECEIVED
2016 JUL 29 PM 3:41
LANSING CITY CLERK

Please find attached the second amendment to the Hope Sports Complex Lease to be placed on file with your office for 30 days.

VB/rh
Attachment

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (the "Amendment") is dated effective as of _____, 2016 (the "Effective Date") and is entered into by and between the City of Lansing, a Michigan municipal body corporate with a primary address of 124 W. Michigan Avenue, Lansing, Michigan 48933 ("Landlord" or the "City") and Mid-Michigan Sports Turf, LLC, a Michigan limited liability company with a primary address of 2111 Merritt Road, East Lansing, Michigan 48823 ("Tenant").

Recitals:

- A. Landlord and Tenant entered into that certain Lease dated June 24, 2013, attached hereto as Exhibit A, which was amended by that certain Amendment to Lease dated June 5, 2015, attached hereto as Exhibit B (collectively the "Lease"), for premises located at 5801 Aurelius Road, Lansing, Michigan 48911 ("Premises").
- B. Landlord and Tenant desire to modify certain provisions of the Lease to provide for an extension of the lease term in consideration of Tenant constructing and operating the Expansion Improvements defined below.

NOW, THEREFORE, for and in consideration for the foregoing Recitals, which are incorporated herein by reference, the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and adequacy of which are acknowledged, Landlord and Tenant, intending to be legally bound, agree as follows:

1. *Term*

- 1.1. The Lease Term is hereby extended twenty (20) years from the Effective Date ("**Extended Term**") and shall terminate automatically on July 1, 2036 ("**Extended Expiration Date**").
- 1.2. Pursuant to Section 3, if, to the satisfaction of Landlord in its sole discretion, Tenant shall have invested the applicable total Private Investment for at least three (3) Expansion Improvements on or before the applicable Pledged Completion Date, then the Lease Term will be extended automatically for an additional thirty (30) years and shall terminate automatically on July 1, 2066 ("**Optional Extended Expiration Date**"); provided, however, that any matters that require the approval of City Council, including, but not limited to, Tenant's request for approval of a Brownfield Plan pursuant to Section 4.4, shall be decided by the City Council.

2. *Rent*

- 2.1. Commencing on the Effective Date, the Annual Base Rent shall be \$10,000.00 for the first ten (10) years of the Extended Term. The Annual Base Rent shall increase \$1,000.00 per year for each additional year thereafter until the termination of the Lease. The Director of the Department of Parks and Recreation (the "**Director**") shall apply a minimum of fifty percent (50%) of the Rent to the expansion of youth scholarship programs and initiatives for residents of the City of Lansing. Such youth scholarship programs and initiatives shall be chosen or created by the Director in his or her sole discretion.

3. *Expansion Improvements*

- 3.1. Tenant anticipates requesting Landlord's approval to construct and operate, at Tenant's sole cost and expense, some or all of the following improvements ("**Expansion Improvements**") summarized in

the chart below. Landlord's approval and the construction and operation of such improvements shall be governed by the terms of this Amendment and Sections 7, 10 and other sections of the Lease.

Expansion Improvements				
Expansion Improvement	<i>Name of Improvement</i>	<i>Description of Improvement</i>	<i>Pledged Completion Date</i>	<i>Private Investment</i>
1	<i>"Airdome"</i>	A dome in which grass sports can be played.	December 31, 2021	\$3,000,000
2	<i>"Sports Science Pavilion"</i>	Structure which will house the Sports Science Program.	December 31, 2021	\$2,000,000
3	<i>"Professional Soccer Academy"</i>	United States first professional soccer academy. (Most costs are soft, i.e. setting players to move here, flights, salaries for coaches etc.)	December 31, 2026	\$2,500,000
4	<i>"Housing for Student Athletes"</i>	Dormitory with two-hundred (200) beds.	December 31, 2026	\$4,000,000
6	<i>Other Improvements</i>	Additional fields, utilities, lighting, engineering, etc., to support build out	December 31, 2026	\$3,500,000
5	<i>Soft Costs for Private school start up</i>		December 31, 2026	\$2,000,000
	<i>Total Improvements</i>		December 31, 2026	\$17,000,000

3.2. Without limiting Sections 7 or 10 of the Lease, all alterations or improvements which Tenant constructs, including the Expansion Improvements, shall be governed by the development agreement entered into between Tenant and the City (the "**Development Agreement**"), and shall, without limitation:

- (i) be constructed at Tenant's sole expense;
- (ii) comply with all insurance requirements established by Landlord and shall not commence until Tenant has supplied Landlord with insurance endorsements reflecting satisfaction of such insurance requirements;
- (iii) comply with all local, state, and federal laws and regulations including, but not limited to, such rules, regulations and guidelines established by the Michigan Occupational Safety and Health Administration and Michigan Department of Environmental Quality;
- (iv) be constructed in a good and workmanlike manner by contractors reasonably acceptable to Landlord and with new good quality materials;
- (v) be constructed in accordance with such plans and specifications approved in writing by Landlord;

- (vi) not create a risk of any release of hazardous substances or materials or violation of Landlord's insurance policies; and
- (vii) not be commenced until Tenant has obtained a payment and performance bond(s) covering faithful performance of the construction contract for the improvements and payment of obligations arising there under as specifically required in the applicable contract documents. Form of the bonds shall be subject to approval of the Landlord. The amount of each bond shall be equal to one hundred percent (100%) of the contract sum of each construction contract for which bond is provided; provided, however, that Landlord may waive or modify the requirements of this Subsection 4.1 (vii) by providing written notice to Tenant

3.3. Landlord may, but shall not be obligated to monitor construction of any improvements. Tenant shall reimburse Landlord, within ten (10) days of Landlord's presentation of an invoice, for all of Landlord's actual, reasonable out of pocket costs in reviewing plans and specifications and in monitoring construction. Tenant shall provide Landlord with the identities and mailing addresses of all persons performing work or supplying materials, prior to beginning such construction. Landlord's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Landlord shall have no duty to see that such plans and specifications or construction comply with applicable laws, codes, rules and regulations.

3.4. Nothing in this Amendment shall bind or obligate the CITY OF LANSING PLANNING OFFICE or the CITY OF LANSING OFFICE OF BUILDING SAFETY with respect to any decisions, determination rejection or approval that the offices make related to improvements or alterations at the Premises including without limitation any of the following matters: zoning, site plans, construction documents, issuance of any building permits or approval of any construction. Tenant shall be solely responsible for securing all requirement permits and approvals from such offices outside of the terms of this Amendment.

3.5. The Tenant may, in connection with its construction and operation of the Expansion Improvements, seek approval of a Brownfield Plan, as defined by PA 381 of 1996, as amended, from the City and the Lansing Brownfield Redevelopment Authority.

3.6. Landlord's approval and/or consent under this Section 4 and Section 10 of the Lease shall not be unreasonably withheld, delayed, or conditioned.

4. *Sale of Alcohol and Use of Premises*

4.1. Tenant shall be permitted to operate the existing structure and outdoor service area, commonly known as Cleats Bar and Grille (the "**Cleats Facility**"), for the sale of beer and wine. Tenant must, at its sole cost and expense, and as a condition of selling beer and wine, obtain the required governmental approval as evidenced by a license or permit to sell beer and wine (the "**Liquor License**"). Tenant, at its own expense, shall comply with all the terms of the Liquor License, applicable law, the rules and regulations promulgated by any alcoholic beverage control board and by Landlord, which rules and regulations as promulgated by the Landlord may also concern the manner in which alcohol is sold and served within the Premises, including but not limited to pricing, promotions or "giveaways". Under no circumstances shall Tenant sell package goods (i.e., alcoholic beverages in unopened or sealed containers) on or from the Premises. Under no circumstances shall Tenant permit alcoholic beverages to be sold on the Premises outside of the Cleats Facility. Should future developments and/or demands arise such that Tenant wishes to sell alcohol in a manner not in conformance with this Section, Tenant may seek the approval and/or support from the Landlord; such approval and/or support shall be given at the sole

discretion of the Landlord; provided, however, that any and all sales of alcohol on the Premises shall comply with all the terms of the Liquor License, applicable law, the rules and regulations promulgated by any alcoholic beverage control board and by Landlord, which rules and regulations as promulgated by the Landlord may also concern the manner in which alcohol is sold and served within the Premises, including but not limited to pricing, promotions or "giveaways". Any such approved nonconformities shall be codified in an amendment pursuant to Section 10.3. In addition to the insurance required in Section 15 of the Lease, Tenant also shall take out and keep in force at its expense a liquor law liability insurance policy with limits, for each occurrence, of not less than One Million Dollars (\$1,000,000) (increased from time to time as required by Landlord), pursuant to which Landlord shall be named as an additional insured. Tenant hereby indemnifies Landlord and shall hold Landlord harmless from and against any action or inaction on the part of Tenant, its principals, employees, patrons or agents that violate the terms of the Liquor License or any Laws now in force or hereafter enacted pertaining thereto or the provisions of this Section.

4.2. Tenant will use the Premises and operate the Hope Sports Complex ("Complex") and Cleats Facility and any Expansion Improvements constructed in a careful, safe and proper manner and will not commit waste or subject the Premises to use that would damage the Premises. Tenant shall not permit or take any action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger occupants of the neighboring parcels. At no time shall Tenant use or permit any person to use the Premises in any manner which violate or create a liability under any Legal Requirements. At all times Tenant shall ensure that the Premises is in, and that the Complex and Cleats (or the Expansion Improvements if constructed) are operated in, full compliance with all Legal Requirements including without limitation the Americans With Disabilities Act and all rules and regulations and guidance provided by the Michigan Department of Environmental Quality. In the event that Landlord receives notice that the Premises is not in compliance with applicable Legal Requirements, Landlord shall provide written notice to Tenant of such non-compliance. Upon receipt, Tenant shall have thirty (30) days to take actions necessary to bring the Premises into compliance with the applicable Legal Requirements. If, after such thirty (30) day period, the Premises are still not in compliance with applicable Legal Requirements, Landlord may, but in no event shall not be obligated to, take such actions as may be required to bring the Premises into compliance with applicable Legal Requirements, and Tenant shall reimburse Landlord for all cost which Landlord incurred in taking such actions within 10 days of Landlord's invoice to Tenant. Failure to operate the Complex or Cleats in full compliance with all Legal Requirements and the terms of this Lease shall be deemed a material default and Landlord shall have all rights and remedies accorded to it in law or equity including without limitation the termination of the Lease. "Legal Requirements" shall be defined as all laws, including, without limitation, the Americans With Disabilities Act, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises.

4.3. Tenant shall continue full operations of the Complex at all times during the Lease Term. At no time during the Lease Term shall Tenant vacate the Premises or suspend any operations at the Premises. During the months of November through March, Tenant may meet its obligations to continue full operations of the Complex without actually hosting activities on the Premises or operating Cleats so long as it maintains the Premises in good order and condition, maintains a website promoting the Complex and continues to take reservations for the coming season and complies with any additional reasonable requirements of Landlord's insurer to insure reasonable safety and security and with such other requirements Landlord may established for the Premises when in a vacant state.

4.4. Tenant shall, at all times during the Lease Term and any extension thereof, comply with all reasonable rules and regulations at any time or from time to time established by Landlord covering use of the Premises, the Complex, Cleats, any Expansion Improvements or other improvements or activities constructed or commenced by Tenant on the Premises.

5. *Insurance*

5.1. In addition to the requirements of Section 15 of the Lease, Tenant shall also maintain in full force and effect through the Lease Term contractors pollution liability coverage in an amount of not less than \$1,000,000.00 per occurrence and not less than \$3,000,000.00 in the aggregate (increased from time to time as required by Landlord). Tenant shall also require all contractors that perform any construction, repairs, maintenance, or other work on the Premises to name Landlord and Tenant as additional insured on all policies.

6. *Services, Repairs and Maintenance*

6.1. Landlord shall not be responsible for the provision of any services to the Premises or to Tenant, nor shall Landlord be responsible for any maintenance or repairs to the Premises, but all services to and repairs, maintenance and replacement of the Premises shall be solely the obligation of Tenant. Tenant shall repair any and all damage to the Premises. All repairs shall be performed in a good and workmanlike order and shall be of quality equal to the original improvement or landscape being repaired. If Tenant fails to perform any repair or replacement for which it is responsible within thirty (30) days from Tenant's receipt of Landlord's notice or earlier if Landlord determines that such failure to repair is creating a safety issue, Landlord may perform such work and be reimbursed by Tenant within 30 days after demand therefor.

7. *Security Deposit*

7.1. Tenant tendered a Security Deposit of \$15,000.00 under the Lease. Landlord shall retain the Security Deposit as security for the performance by Tenant of all of its Lease obligations. The Security Deposit shall not bear interest. If Tenant at any time fails to perform any of its obligations under this Lease, including, without limitation, its Rent or other payment obligations, its restoration obligations, or its insurance and indemnity obligations, then Landlord, at its option, may apply the Security Deposit (or any portion) to cure Tenant's default or to pay for damages caused by Tenant's default. If the Lease has been terminated, then Landlord may apply the Security Deposit (or any portion) against the damages incurred as a consequence of Tenant's breach. The application of the Security Deposit shall not limit Landlord's remedies for default under the terms of this Lease. If Landlord depletes the Security Deposit, in whole or in part, prior to the Expiration Date or any termination of this Lease, then Tenant shall restore immediately the amount so used by Landlord. Within 30 days after the expiration or earlier termination date of this Lease, Landlord shall refund to Tenant any unused portion of the Security Deposit after first deducting the amounts, if any, necessary to cure any outstanding default of Tenant, to pay any outstanding damages for Tenant's breach of the Lease, or to restore the Premises to the condition to which Tenant is required to leave the Premises upon the expiration or termination of the Lease.

8. *Subleases or Assignments*

8.1. Tenant shall not assign this Lease or sublet the Premises, without the prior written consent of Landlord, which shall not be unreasonably withheld, delayed, or conditioned. Any attempted assignment or subletting without Landlord's consent shall be invalid. No assignment or subletting shall be binding upon Landlord unless Landlord has approved such assignment or sublease in writing and the assignee or subtenant has delivered to Landlord an instrument containing an agreement of assumption of all of Tenant's obligations under this Lease. If Tenant, with or without the previous consent of Landlord, does assign or transfer this Lease or any estate or interest therein in any manner, Tenant will not be released in any way from any of its obligations under this Lease. In the event of any assignment or sublease, Landlord shall have the right to 50% of all consideration and/or rents provided to Tenant for such assignment or sublease above and beyond the amount of annual rent due hereunder. Upon the occurrence

of an event of default, if all or any part of the Premises are then assigned or sublet, Landlord, in addition to any other remedies, shall have the right, but not the obligation, to collect directly from the assignee or subtenant all Rent becoming due to Landlord. Any collection by Landlord from the assignee or subtenant shall not be construed as a waiver or release of Tenant from the further performance of the covenants of this Lease or the making of a new lease with such assignee or subtenant. The restrictions and obligations set forth under this Section 8 shall not be deemed to limit Tenant's right to rent playing fields on the Premises for the Permitted Use as defined herein. Tenant shall notify Landlord in writing within ten (10) days after a change of members whose interest in the company is more than 10% and/or (a) if Tenant is a partnership, the withdrawal or change, whether voluntary, involuntary or by operation of law, of partners owning 10% or more of the partnership, or the dissolution of the partnership; (b) if Tenant consists of more than one person, an assignment, whether voluntary, involuntary, or by operation of law, by one person to one of the other persons that is a Tenant; or (c) if Tenant is a corporation, any dissolution or reorganization of Tenant, or the sale or other transfer of a more than 10% the capital stock of Tenant.

9. *Breach, Reentry, Termination*

Section 22.1 is hereby amended as follows:

Each of the following shall be deemed an event of default: (i) Tenant's failure to make payment of Rent due hereunder within ten (10) days after Tenant's receipt of written notice of such failure from Landlord; or (ii) Tenant's failure to perform any of the covenants of this Lease for more than thirty (30) days after Tenant's receipt of written notice of such failure from Landlord; or (iii) if Tenant shall petition for relief under the bankruptcy laws, or shall make an assignment for the benefit of creditors, or if a receiver of any property of the Tenant be appointed in any action, suit or proceeding by or against Tenant, or if Tenant shall admit to any creditor or to Landlord that it is insolvent, or if the interest of Tenant in the Premises shall be sold under execution or other legal process, or if Tenant shall abandon the Premises.

10. *Naming Rights*

10.1. The naming or renaming of the Premises, fields, playing surfaces or any structures constructed thereon must be approved by the Landlord in writing. Such approval shall be given in the Landlord's sole but reasonable discretion. The Landlord shall receive, as consideration for its grant of a name change, an amount equal to thirty percent (30%) of the revenue attributable to the name change.

11. *Miscellaneous*

11.1. This Amendment contains the entire agreement with respect to the matters described herein and is a complete and exclusive statement of the terms thereof and supersedes all previous agreements with respect to such matters.

11.2. Any and all provisions of the Lease not altered or modified by this Amendment remain in full force and effect.

11.3. Any capitalized terms not defined herein shall have the same meaning as defined in the Lease. The Lease and this Amendment may not be altered or modified except by a writing signed by the Parties hereto. Unless expressly stated otherwise in this Amendment, and subject to the City of Lansing City Charter, where consent, approval, authority or agreement of the City is required or requested under this Amendment or any other agreements referenced herein, such consent, approval, authority or agreement may be negotiated and provided by the Mayor (the "Administration").

11.4. Time is of the essence in this Amendment with respect to the performance of all covenants.

11.5. All questions with respect to the construction of this Amendment shall be determined in accord with the laws of the State of Michigan.

11.6. Reference in this Amendment to persons, entities and items have been generalized. Therefore, reference to a single person, entity or item will also mean more than one person, entity or thing whenever such usage is appropriate (for example, "Tenant" may include, if appropriate, a group of persons acting as a single entity, or as tenants-in-common). Similarly, pronouns of one gender should be considered interchangeable with pronouns of the other gender.

11.7. This Amendment shall be binding on successors and assigns. Any obligation or prohibition of Tenant shall be deemed to apply to Tenant's officers and owners, representatives agents, employees, contractors, subtenants, guest, invitees and licensees ("**Tenant's Parties**") and any violation of the obligations or prohibitions of Tenant by Tenant's Parties shall be deemed a violation of Tenant.

11.8. If any covenant of this Amendment shall be invalid, illegal or unenforceable, such covenant shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining covenants shall not in any way be affected or impaired. This Amendment shall not be construed to favor Landlord or Tenant. Subject to Lansing City Charter Section 8-403.6 and Lansing Codified Code of Ordinance 208.10(a), Landlord reserves all rights in the Premises within the twenty-five (25) foot area along the bank of Sycamore Creek and referenced therein.

11.9. This Amendment may be executed in one or more counterparts, and such counterparts as have been executed by both parties hereto shall each be deemed to be an original instrument. Landlord and Tenant agree to accept a digital image of this Amendment, as fully executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.

11.10. In the event either party hereto initiates litigation to enforce the terms and provisions of this Amendment, the non-prevailing party in such action shall reimburse the prevailing party for its reasonable attorney's fees, filing fees, and court costs.

11.11. Tenant represents and warrants to Landlord that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Lease Date.

LANDLORD:

TENANT:

The City of Lansing,
a Michigan municipal corporation

Mid-Michigan Sports Turf, LLC,
a Michigan limited liability company

By: _____

Name: Virgil Bernero
Its: Mayor, City of Lansing

Approved as to form:

By: _____

Name: Chris Swope
Its: Lansing City Clerk

Approved as to form:

By: _____

Name: Jim Smierka
Its: Lansing City Attorney

To the extent required, funds are available:

By: _____

Name: Angela Bennett
Its: Finance Director

By: 
Name: JULIE MULLIN
Its: Authorized Member

Exhibit A

[Lease Agreement]

LEASE

THIS LEASE is made by and between Landlord and Tenant, who agree as follows:

1. *Basic Lease Provisions*

- 1.1. Landlord: City of Lansing, a Michigan municipal body corporate.
- 1.2. Landlord's Primary Address: 124 W. Michigan Avenue
Lansing, Michigan 48933

and

Foster Community Center
200 N. Foster Street
Lansing, Michigan 48912
- 1.3. Tenant: Mid-Michigan Sports Turf, LLC, a Michigan limited liability company.
- 1.4. Tenant's Primary Address: 2111 Merritt Road
East Lansing, Michigan 48823
- 1.5. Lease Date: June 24, 2013
- 1.6. Premises: The property commonly known as 5801 Aurelius Road, Lansing, Michigan 48911, as more particularly described on Exhibit A attached hereto.
- 1.7. Term: 59 Months
- 1.8. Commencement Date: July 28, 2013
- 1.9. Termination Date: May 20, 2018, subject to earlier termination as provided herein.
- 1.10. Annual Base Rent: \$1,000.00
- 1.13. Security Deposit: \$15,000.00
- 1.14. Designated Use: Pursuant to Section 7 below, subject to any and all other restrictions stated herein.

2. *Premises*

2.1. Landlord leases the Premises to Tenant. Tenant has inspected the Premises and is satisfied with the condition of the Premises, including the buildings thereon ("Buildings"). Tenant accepts the Premises in

its present "as is" condition, and Tenant shall, at its sole cost and expense, make all repairs necessary to maintain the Premises, at a minimum, in its current condition as of the Commencement Date during the term of this Lease. This obligation of the Tenant shall include, but not be limited to, all improvements, modifications or alterations to or on the Premises approved in writing by the Landlord.

3. *Term*

3.1. The Term of this Lease will commence on the Commencement Date, and, unless sooner terminated or extended in accordance with the provisions of this Lease, terminate on the Termination Date.

3.2. On the Termination Date, this Lease shall automatically terminate without any further action by either Party hereto.

4. *Rent*

4.1. Tenant shall pay to Landlord the Annual Base Rent. The Annual Base Rent shall be paid pro-rated for any partial year in which the Annual Base Rent is owed. In the event of a termination of this Lease by either Party hereto, the Tenant shall not be entitled to a partial refund of the Annual Base Rent paid by Tenant to Landlord. The Annual Base Rent for year 2013 shall be paid to the Landlord on or before the Commencement Date. The Annual Base Rent for subsequent years shall be paid by the Tenant on or before 5:00 p.m. BST of the 15th day of January (the "Rent Day"). The failure of the Tenant to timely make any Annual Base Rent Payment shall constitute a default or material breach and entitle Landlord to all remedies stated herein including, but not limited to, termination of this Lease.

5. *Taxes and Assessments*

5.1. The Parties acknowledge that Premises is currently not subject to real property tax. However, should the taxable status of the Premises change and otherwise be subject to real property taxation, Tenant shall be responsible for all real property taxes, including but not limited to ad valorem taxes, assessments (general, special, ordinary or extraordinary), sewer rents, rates and charges, taxes based upon the receipt of rent (other than federal, state and local income taxes), and any other federal, state or local charge (general, special, ordinary or extraordinary) which may now or hereafter be imposed, levied or assessed against the Premises. Tenant shall pay such taxes, assessments, and other charges which shall become due and payable or a lien or both after the date hereof before the same become subject to penalties, and shall produce evidence of the payment of such taxes and assessments to Landlord in the form of the paid receipt from the municipal taxing and assessing authorities at least ten (10) days prior to the date on which such taxes and assessments are due.

5.2. Tenant shall pay in full to the appropriate taxing authority, before delinquent, all municipal, county, and state taxes assessed, levied or imposed upon Tenant's leasehold interest and all furniture, fixtures, machinery, equipment, apparatus, systems and all other personal property of any kind located at, placed in or used in connection with the Premises or its operation, and Tenant shall produce evidence of the payment of such taxes to Landlord in the form of the paid receipt from the municipal taxing and assessing authorities at least ten (10) days prior to the date on which such taxes are due.

6. *Utilities*

6.1. Tenant shall pay as and when they become due all charges directly to the applicable service provider for water, gas, heat, electricity, sewer, refuse collection, janitorial services, phone and other

utilities used upon or furnished to the Premises. Any and all security deposits required by the companies providing such utilities shall be the sole responsibility of Tenant.

7. *Use of Premises*

7.1. The Premises shall be used, occupied and operated by Tenant for the primary purpose of Tenant renting field capacity for sporting events, games and practices (the "Designated Use"), subject to the restrictions stated herein, and for no other purpose without the prior written consent of Landlord. Any request by the Tenant to use the Premises for any other purpose other than the Designated Use stated above shall be made in writing to the Director of Parks and Recreation for the City of Lansing.

7.2. Tenant shall be permitted to operate and sell food and non-alcoholic beverages subject to any local, state or federal laws and regulations. Tenant is expressly prohibited from offering for sale any alcoholic beverage on the Premises without the prior written consent of the Landlord. Any request by the Tenant to offer alcoholic beverages for sale on the Premises shall be made in writing to the Director of Parks and Recreation for the City of Lansing, and is subject to all other local, state and federal laws and regulations.

7.3. Tenant shall be expressly prohibited from charging any form of fee for persons parking on the Premises without the prior written consent of the Landlord. Any request by the Tenant to charge any form of parking fee on the Premises shall be made in writing to the Director of Parks and Recreation for the City of Lansing.

7.4. Tenant shall not use or permit any person to use the Premises in any manner which violates or would create liability under federal, state or local laws, ordinances, rules, regulations or policies. Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances or materials in violation of applicable laws. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law, or allow to be brought into the Premises any such materials or substances except to use in the ordinary course of Tenant's business. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any applicable state or local law and the regulations adopted under these acts. In all events, Tenant shall indemnify Landlord in the manner elsewhere provided in this Lease against any liability resulting from any release of hazardous substances or materials on the Premises caused by Tenant or persons acting under Tenant. Tenant shall obtain and maintain any permits, licenses, authorizations, and approvals required by applicable statutes, codes, ordinances, and rules and regulations for the use and occupancy of the Premises for the Designated Use.

7.5. The Parties expressly acknowledge the current environmental condition of the Premises, including, but not limited to the fact that all or a portion of the Premises was formerly used as a landfill. As such, Tenant shall not do or permit to be done any act which will invalidate or be in conflict with any insurance policy carried by or for the benefit of Landlord with respect to the Premises or which might subject Landlord to any liability, nor shall Tenant keep anything in the Premises except as permitted by the fire department, board of fire underwriters, or other authority having jurisdiction, and then only in such manner as not to increase the insurance rate for the Premises, nor use the Premises in a manner which will increase the insurance rate for the Premises.

8. *Scheduling of Events on the Premises and Rates*

8.1. Tenant is responsible for scheduling and reserving playing fields on the Premises and all moneys received by Tenant for the use of any playing field on the Premises belongs to Tenant. Tenant shall schedule time on all playing fields on a first-come, first-serve basis without regard to team or affiliation and shall make all reasonable efforts to schedule playing field time on a fair and equitable basis. To reserve or schedule time on any playing field on the Premises, Tenant is required to receive half of the total field rental rate at the time of reservation and the balance within ten (10) days of the date the field will be used.

8.2. No preference will be given to any person, organization, company or team with regard to scheduling playing field time, except, Tenant expressly agrees to provide a preference to the needs and schedule requests of the City of Lansing Parks and Recreation Department for community based sports programs.

8.3. Tenant acknowledges that prior to the Commencement Date, the City of Lansing and Ingham County, Michigan had an existing fifteen (15) year lease in place for the Premises. As such, Tenant agrees to honor and keep all existing scheduled or reserved playing field times as of the Commencement Date.

8.3. With regard to the rental rate charged for playing field time, Tenant agrees to charge the same rate to all persons, organizations, companies and teams for use of playing fields on the Premises except as stated below for the Lansing Department of Parks and Recreation. Prior to the Commencement Date, for year 2013, and prior to January 15th of each subsequent year during the term of this Lease, Tenant shall submit a rate schedule detailing the rate at which Tenant will charge for use of the playing fields to Landlord for written approval, subject to the Landlord's sole discretion, by the Director of Parks and Recreation for the City of Lansing. The rate schedule to be approved by the Landlord shall provide for a reduced rate for playing field time reserved or scheduled by the Lansing Parks and Recreation Department.

9. *Environmental Condition of the Premises*

9.1. Any "Response Action" or remediation required due to a release, discharge, disposal, or exacerbation of a previous release, caused by the acts or omissions of Tenant or Tenant's agents, employees, representatives, contractors, guests or invitees shall be completed at the sole cost and expense of Tenant and Tenant shall indemnify, hold harmless and defend Landlord against any and all claims whether they are made by a government agency with jurisdiction over the Property or a third party arising from or related to a release, discharge, disposal, or exacerbation of a previous release at the Property.

10. *Improvements to the Premises*

10.1. Tenant is strictly prohibited from constructing any structure, or altering, modifying or improving any portion of the Premises, or any fixture or structure thereon, without the prior written consent of Landlord. Any request by Tenant for altering, modifying or improving any portion of the Premises, or any fixture or structure thereon shall be made to Director of Parks and Recreation for the City of Lansing. With regard to any request made by Tenant under this section, the Landlord's written approval shall be contingent on the Parties reaching an agreement governing all aspects of the alteration or improvement and said agreement shall automatically be incorporated into this Lease as an Appendix hereto.

10.2. Tenant shall be required to construct, at Tenant's sole cost, at least one full size artificial turf sport field suitable for soccer on the Premises. Construction of the turf field shall be completed within one (1) year from the Commencement Date. The size, construction requirements, type of turf and location within

the Premises shall all be subject to approval by Landlord. This contractual obligation of Tenant is not intended to relieve Tenant of its obligation to seek Landlord's written approval for the "improvement" as contemplated under the preceding section or to relieve Tenant from obtaining proper building permits or approvals from the City of Lansing, or any other local, state or federal written approvals necessary to construct such an improvement on Premises, being a former landfill site. Tenant is solely responsible and liable for obtaining all necessary written approvals from any local, state or federal agency, office or department.

11. *Security Deposit*

Tenant shall be required to tender the Security Deposit of \$15,000.00 on or before the Commencement Date. The Security Deposit shall be paid to the City of Lansing and held in a separate account by the Parks and Recreation Department of the City of Lansing. The City shall not access the Security Deposit unless this Lease is terminated, for any reason, and the Premises requires repair or maintenance to return any portion of the Premises to its condition as of the Commencement Date. Landlord shall not be under any obligation to provide Tenant with notice of use of the Security Deposit. Upon the expiration of the term of this Lease, or if this Lease is terminated by either Party hereto, any remaining funds of the Security Deposit not used by the Landlord for repair or maintenance shall be returned to Tenant.

12. *Naming Rights*

12.1. Tenant is expressly prohibited from re-naming or selling naming rights to all or a portion of the Premises and from altering or changing any on-Premises signage that references the Premises' current name, being the Kenneth A. Hope Soccer Complex, unless approved in writing by Landlord. However, the Parties hereto contemplate the possibility that Tenant may offer for sale the naming rights for all or a portion of the Premises. In the event Tenant pursues the sale of naming rights to all or a portion of the Premises, Tenant shall submit a written request to Landlord and any request by the Tenant for approval of naming rights to all or a portion of the Premises shall be made in writing to the Director of Parks and Recreation for the City of Lansing. The Landlord retains sole discretion with regard to approving or denying any request made by Tenant under this section.

13. *Quiet Enjoyment*

13.1. During the Term, Tenant's quiet enjoyment of the Premises will not be disturbed by Landlord, unless Tenant defaults in the performance of the covenants of this Lease beyond any applicable notice and cure period.

14. *Services*

14.1. Landlord shall not be liable for interruption in services caused by riots, strike, labor disputes, accidents or other causes beyond the control of Landlord, or for stoppages or interruptions of any services for the purpose of making necessary repairs or improvements. Failure, interruption, or delay in furnishing services shall not be construed as an act of eviction against the Tenant by the Landlord nor shall such failure, interruption or delay in any way operate as a release from the prompt and punctual performance by the Tenant of the covenants of this Lease.

15. *Insurance*

15.1. Tenant shall maintain in full force and effect policies of broad form general liability insurance providing coverage for the Premises, including without limitation all parking areas, with policy limits of not less than \$1,000,000.00 per occurrence, and a \$3,000,000.00 limit in excess or umbrella liability coverage, exclusive of defense costs, and without any provision for a deductible or self insured retention. In the event any policy or policies of insurance which Tenant is required to maintain shall be written on a "claims made" insurance form, each policy shall have a "retroactive date" which is not later than the Commencement Date. Furthermore, should insurance coverage be written on a claims made basis, Tenant's obligation to provide insurance shall be extended for an additional period equal to the statute of limitations for such claims in the State of Michigan on the Termination Date, plus one year.

15.2. Tenant shall maintain in full force and effect through the Term of this Lease policies of all risk property insurance covering its personal property, fixtures and improvements to their full replacement cost, without deduction for depreciation. Such insurance shall provide the broadest coverage then available, including coverage for loss of profits or business income or reimbursement for extra expense incurred as the result of damage or destruction to all or a part of the Premises.

15.3. Tenant shall also maintain in full force and effect through the Term of this Lease insurance against fire, vandalism, malicious mischief and such other perils as are included from time to time in a standard extended coverage endorsement and special extended coverage endorsements, insuring the Premises and all improvements thereto in an amount equal to the full replacement cost of the Building and all other improvements on the Premises.

15.4. All insurance policies which Tenant is required to maintain shall, in addition to any of the foregoing; be written in carriers authorized to write such business in the State of Michigan reasonably acceptable to Landlord; name Landlord and Landlord's lender as additional named insured; be endorsed to provide that they shall not be canceled or changed materially in any manner adverse to Landlord for any reason except on thirty (30) days prior written notice to Landlord and Landlord's lender; and provide coverage to Landlord whether or not the event or occurrence giving rise to the claim is alleged to have been caused in whole or in part by the acts or omissions or negligence of the Landlord. All insurance coverages required hereunder shall be primary and non-contributing to any comparable liability insurance (including self-insurances) carried by the Landlord. Tenant shall deliver certificates of insurance evidencing the coverage and endorsements required hereby and copies of the original policies to Landlord within ten (10) business days of the Lease Date, together with receipts evidencing payment of the premiums. Tenant shall deliver certificates of renewal for such policies to Landlord not less than thirty (30) days prior to the expiration dates thereof.

15.5. If Tenant fails to provide any of the insurance or subsequently fails to maintain the insurance in accordance with the requirements of this Lease, Landlord may, but is not required to, procure or renew such insurance to protect its own interests only, and any amounts paid by Landlord for such insurance will be Additional Rent due and payable on or before thirty (30) days of the effective date of such policy. Landlord and Tenant agree that any insurance acquired by Landlord shall not cover any interest or liability of Tenant.

16. *Damage by Fire or Other Casualty*

16.1. Tenant shall give immediate notice to Landlord of fire or other casualty at the Premises. If fifty percent (50%) or more of the Buildings or Premises shall be damaged or destroyed by fire or other casualty, Landlord shall have the right, but not the obligation, to terminate this Lease by giving written notice to Tenant of its election to terminate, notice to be given within ninety (90) days after the occurrence

of the damage or destruction. Upon the third day after notice is given Tenant shall vacate and surrender the Premises to Landlord, without prejudice, however, to Landlord's rights and remedies against Tenant under the Lease prior to termination, and any Rent or other charges owing shall be paid through such date. If Landlord terminates this Lease due to such damage to the Buildings or Premises, Tenant shall assign the insurance proceeds applicable to the Building and all other improvements on the Premises to Landlord.

16.2. If less than fifty percent (50%) of the Buildings or Premises are damaged or destroyed by fire or other casualty or Landlord does not terminate this Lease as set forth above, Tenant shall promptly repair or restore the Premises as well as its trade fixtures, furnishings, equipment, personal property and leasehold improvements in a manner and to a condition equal to that existing prior to the occurrence of the damage or casualty, in which case any applicable insurance proceeds shall be used for such repair or restoration. There shall be no abatement of Rent or other charges in the event of any fire or other casualty.

16.3. Notwithstanding the foregoing, each party shall look first to any insurance coverage that it carries or any insurance coverage that such party would have if it met the requirements of this Lease, before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance, or the insurance required by this Lease, if in force, would have paid the claim, Landlord and Tenant each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. Tenant acknowledges that Landlord will not carry insurance on the Premises or on Tenant's personal property, fixtures, and improvements, and agrees that Landlord will not be obligated to repair any damage or replace the same.

17. *Repairs*

17.1. Tenant shall, at its own expense, maintain, repair and replace the Premises and every part thereof to the satisfaction of Landlord. Such responsibility includes, but is not limited to, mowing all grass areas and clearing snow from parking lots and sidewalks where applicable and maintaining the exterior landscaping of the Premises to a level consistent with the condition of the Premises as of the Effective Date. Further, Tenant shall, at its own expense, maintain the Premises in a clean and safe condition in accord with all federal, state and local laws, ordinances and regulations, and the directions of any health officer, fire marshal, building inspector, or other governmental agency having jurisdiction over the Premises. With regard to the maintenance and repair of the sports fields on the Premises, Tenant shall submit in writing the name of the company or person retained by Tenant to repair or maintain such areas for written approval of the company or person by the Landlord. Tenant's request for approval shall be submitted to the Director of Parks and Recreation for the City of Lansing.

17.2. Tenant shall repair all damage to the Premises caused by any activity of Tenant, including but not limited to the moving of Tenant's fixtures or personal property, or through the negligence or willful acts of Tenant, its agents or invitees. All repairs shall be of quality equal to the original construction.

17.3. There shall be no reduction in the Annual Base Rent or other charges nor shall there be any liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord, Tenant, or others making or failing to make any repairs, alterations, additions or improvements to any portion of the Premises.

17.4. Tenant shall keep the Premises free of liens for work claimed to have been done for, or materials furnished to Tenant and will hold Landlord harmless from any liens which may be placed on the Premises except those attributable to the acts of Landlord. In the event a construction or other lien shall be filed

against the Premises or Tenant's interest as a result of any work undertaken by Tenant, or as a result of any repairs or alterations made by Tenant, or any other act of Tenant, Tenant shall, within thirty (30) days after receiving notice of the lien, discharge the lien. In the event Tenant shall fail to discharge such lien, Landlord shall have the right, but not the obligation, to terminate this Lease or procure such discharge, and Tenant shall pay the cost of procuring such discharge to Landlord as Additional Rent within thirty (30) days of Landlord receiving such discharge.

18. Eminent Domain

18.1. If fifty percent (50%) or more of the leasable ground area of the Premises is condemned or taken in any manner, including without limitation any conveyance in lieu of condemnation, for any public or quasi-public use ("Taken"), the Term of this Lease shall cease and terminate as of the date title is vested in the condemning authority.

18.2. If less than fifty percent (50%) of the leasable ground area of Premises is Taken, Landlord shall have the right, but not the obligation, to terminate this Lease by giving written notice within thirty (30) days after being notified of such taking, and in such event, termination shall be effective upon the date designated by Landlord in the notice of termination.

18.3. The whole of any award or compensation for any portion of the Premises Taken, including the value of Tenant's leasehold interest under the Lease, shall be solely the property of Landlord. Tenant is not precluded from seeking, at its own expense, an award from the condemning authority for loss of the value of any trade fixtures or other personal property in the Premises, or moving expenses, provided that the award for such claim or claims shall not diminish the award made to Landlord.

18.4. In the event the Premises or any portion are Taken, Tenant shall have no claim against Landlord for the value of any unexpired Term of this Lease or otherwise. In the event of a partial taking of the Premises which does not result in a termination of this Lease, the Annual Base Rent thereafter shall not be adjusted or partially reduced.

19. Assignment or Subletting

19.1. Tenant shall not assign this Lease or sublet the Premises, without the prior written consent of Landlord. Any attempted assignment or subletting without consent shall be invalid. No assignment or subletting shall be binding upon Landlord unless the assignee or subtenant shall deliver to Landlord an instrument containing an agreement of assumption of all of Tenant's obligations under this Lease. If Tenant, with or without the previous consent of Landlord, does assign or transfer this Lease or any estate or interest therein in any manner, Tenant will not be released in any way from any of its obligations under this Lease. Upon the occurrence of an event of default, if all or any part of the Premises are then assigned or sublet, Landlord, in addition to any other remedies, shall have the right, but not the obligation, to collect directly from the assignee or subtenant all Rent becoming due to Landlord. Any collection by Landlord from the assignee or subtenant shall not be construed as a waiver or release of Tenant from the further performance of the covenants of this Lease or the making of a new lease with such assignee or subtenant. The restrictions and obligations set forth under this section do include Tenant's right to rent playing fields on the Premises for the Designated Use as defined herein.

20. *Inspection of Premises*

20.1. Tenant shall permit Landlord, or Landlord's authorized agency, agent, representative or employee to enter the Premises during normal business hours for the purpose of inspecting the Premises.

21. *Notice*

21.1. All bills, notices, statements, communications, or demands (collectively the "Notices") required under this Lease must be in writing. Any Notices from Landlord to Tenant will be deemed to have been duly and sufficiently given if a copy has been personally delivered, or mailed by United States mail, postage prepaid, or sent via courier service to Tenant at the address of the Premises or at such other address as Tenant may designate in writing. Any Notices from Tenant to Landlord will be deemed to have been duly and sufficiently given if delivered to Landlord in the same manner as provided above at the Landlord's Office, care of the Mayor of the City of Lansing with a copy to the Director of Parks and Recreation, City of Lansing, or at such other address as Landlord may designate in writing.

22. *Breach, Re-Entry, Termination*

22.1. Each of the following shall be deemed an event of default: (i) Tenant's failure to make payment of Rent due hereunder within ten (10) days after Tenant's receipt of written notice of such failure from Landlord; or (ii) Tenant's failure to perform any of the covenants of this Lease for more than ten (10) days after Tenant's receipt of written notice of such failure from Landlord; or (iii) if Tenant shall petition for relief under the bankruptcy laws, or shall make an assignment for the benefit of creditors, or if a receiver of any property of the Tenant be appointed in any action, suit or proceeding by or against Tenant, or if Tenant shall admit to any creditor or to Landlord that it is insolvent, or if the interest of Tenant in the Premises shall be sold under execution or other legal process, or if Tenant shall abandon the Premises.

22.2. Upon the occurrence of an event of default, Landlord shall have the right to terminate the Lease and shall be entitled to immediate possession of the Premises. Landlord may make its election to terminate known to Tenant by delivery of a notice of termination. Such termination shall be immediately effective and Landlord shall be entitled to forthwith commence an action in summary proceedings to recover possession of the premises. Tenant waives all notice in connection with such termination, including by way of illustration but not limitation notice of intent to terminate, demand for possession or payment, and notice of re-entry.

22.3. No receipt of money by the Landlord from the Tenant after the termination of this Lease shall reinstate, continue or extend the term, nor affect or waive any notice given by the Landlord to the Tenant prior to such receipt of money.

22.4. Should Landlord at any time terminate this Lease, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of any default, including the cost of recovering the Premises, reasonable attorneys' fees, and damages equal to lost Rent, all of which amounts shall be immediately due and payable from Tenant to Landlord.

22.5. The Landlord's rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other rights, remedies and benefits allowed by law.

22.6. Landlord and Tenant agree that they shall rely solely upon the terms of this Lease to govern their relationship. They further agree that reliance upon any representation, act or omission outside the terms of

this Lease shall be deemed unreasonable, and shall not establish any rights or obligations on the part of either party.

22.7. One or more waivers of any covenant of the Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed a waiver of Landlord's consent or approval to or of any subsequent similar act by Tenant. No breach of a covenant of this Lease shall be deemed to have been waived by Landlord, unless such waiver (i) is in writing signed by Landlord; (ii) identifies the breach, and (iii) expressly states that it is a waiver of the identified breach.

22.8. Notwithstanding anything to the contrary, Tenant acknowledges and agrees that its obligation to pay Rent under this Lease is an independent covenant, and that such obligation to pay is not subject to setoff or recoupment in connection with any action for summary proceedings to recover possession of the Premises.

22.9. Landlord and Tenant hereby waive trial by jury in connection with any action for summary proceedings to recover possession of the Premises. Further, Landlord and Tenant waive trial by jury in connection with any action arising out of or relating to the covenants of this Lease, with the exception of actions for personal injury or property damage.

22.10. In the event that Landlord is required to bring an action arising out of the covenants of this Lease, or in the event Landlord undertakes an action for summary proceedings to recover possession of the Premises, Tenant agrees to pay Landlord such reasonable costs and attorneys' fees as Landlord may incur in connection with such action.

22.11. Tenant shall not be entitled to surrender the Premises to avoid liability for Rent due to the condition of the Premises or Premises, nor shall any purported consensual surrender be effective unless expressly agreed to in a writing signed by the Landlord.

22.12. Landlord and Tenant hereby represent that in the event an action for summary proceedings to recover possession of the Premises is commenced, the amount set forth in this Lease shall be deemed reasonable Rent for the Premises.

23. *Surrender of Premises on Termination*

23.1. Upon termination Tenant shall surrender the Premises clean and in the same condition as on the Commencement Date, except for any approved improvements approved by Landlord, and promptly deliver all keys for the Premises to Landlord. Any damage to the Premises resulting from removal of trade fixture, personal property or similar items shall be repaired at Tenant's expense. All expenses incurred by Landlord in connection with repairing or restoring the Premises to the designated condition, together with the costs, if any, of removing any property of Tenant shall be invoiced to Tenant and be payable within ten (10) days after receipt of invoice. If payment is not made on the invoice, Landlord shall be entitled to access the Security Deposit to pay the invoice.

24. *Performance by Landlord of the Covenants of Tenant*

24.1. If Tenant fails to pay any money or to perform any covenant required by this Lease, Landlord shall have the right, but not the obligation, to make such payment or access the Premises and perform such act. All sums so paid or incurred by Landlord and all incidental costs, including without limitation the cost of

repair, maintenance or restoration of the Premises, shall be deemed additional rent and shall be due and payable within thirty (30) of Tenant's receipt of any invoice.

25. *Holding Over*

25.1. If Tenant remains in possession of the Premises after the Termination Date, it will be deemed to be occupying the Premises as a month to month tenant, subject to all the covenants of this Lease to the extent that they can be applied to a month to month tenancy, except that the monthly installment of base rent for each month will be Ten Thousand Dollars and 00/cents (\$10,000.00) payable on the first day of each month Tenant holds over.

26. *Indemnification*

26.1. Tenant shall, at its expense, indemnify, defend, and hold harmless Landlord, its licensees, servants, agents, employees and contractors, from any loss, damage, claim, liability or expense, (including reasonable attorney fees) of any kind, type or description, including without limitation, claims for bodily injury, disease, death, property damage or environmental clean-up arising directly or indirectly out of or in connection with the acts or omissions of Tenant, its licensees, servants, agents, employees, guests, invitees or contractors, or the failure of Tenant to comply with any covenant of this Lease.

27. *Definition of Landlord; Landlord's Liability*

27.1. The term "Landlord" as used in this Lease is limited to mean and include only the City of Lansing, and in the event of any sale or transfer of Landlord's interests in the Premises, the Landlord herein named (and in case of any subsequent transfers or conveyances the then grantor) will automatically be released of all liability for the performance of any covenants contained in this Lease.

27.2. In addition, with regard to any approval required or given by the Landlord, the term "Landlord" as used in the Lease, unless specifically stated otherwise, is limited to mean the current or acting Mayor of the City of Lansing, or any other person authorized or designated in writing by the Mayor to give such approval.

28. *General*

28.1. This Lease contains the entire agreement with respect to the matters described herein and is a complete and exclusive statement of the terms thereof and supersedes all previous agreements with respect to such matters. This Lease may not be altered or modified except by a writing signed by Landlord and Tenant.

28.2. Time is of the essence in this Lease with respect to the performance of all covenants.

28.3. There are no representations with respect to the condition of the Premises, including but not limited to the environmental condition of the Premises, and rents, leases, expenses of operation or any other matter related to the Premises except as expressly set forth in this Lease, and no rights, easements or licenses are acquired by Tenant by implication or otherwise.

28.4. All questions with respect to the construction of this Lease shall be determined in accord with the laws of the State of Michigan.

28.5. Reference in this Lease to persons, entities and items have been generalized. Therefore, reference to a single person, entity or item will also mean more than one person, entity or thing whenever such usage is appropriate (for example, "Tenant" may include, if appropriate, a group of persons acting as a single entity, or as tenants-in-common). Similarly, pronouns of one gender should be considered interchangeable with pronouns of the other gender.

28.6. This Lease shall be binding on successors and assigns.

28.7. If any covenant of this Lease shall be invalid, illegal or unenforceable, such covenant shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining covenants shall not in any way be affected or impaired. This Lease shall not be construed to favor Landlord or Tenant.

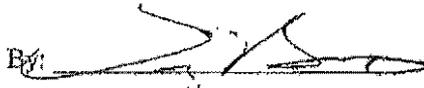
28.8. This Lease may be executed in one or more counterparts, and such counterparts as have been executed by both parties hereto shall each be deemed to be an original instrument. Landlord and Tenant agree to accept a digital image of this Lease, as fully executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Lease Date.

LANDLORD:

The City of Lansing
a Michigan municipal corporation

By: 

Name: Virgil Bernero

Its: Mayor, City of Lansing

Approved as to form:

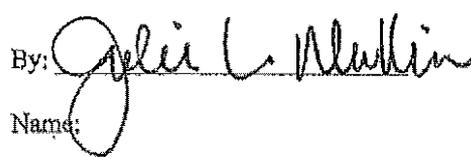
By: 

Name: Janene McIntyre

Its: Lansing City Attorney

TENANT:

Mid-Michigan Sports Turf, LLC,
a Michigan limited liability company

By: 

Name:

Its:

~~Approved as to form:~~

By: 

Name: Chris Swope

Its: Lansing City Clerk

21285744.1\088888-04090

Exhibit A

Legal Description Provided by Client (Legal Number 1905 02 301 003 0)

SW 1/4 SEC 2 T3N R2W LYING E OF E LINE MCRRT/PCRR R/W, EXC NE 1/4 & ALSO EXC N 40 R OF W 40 R; ALSO S 60 R OF SE 1/4 SEC 2 T3N R2W LYING N OF NLY LINE L-96 R/W AND WLY OF A LINE BEG ON NLY LINE SAID HWY 2060 FT SWLY INTN E LINE SAID SEC 2, TH N 30 DEG 05 MIN 29 SEC W 375.45 FT, N 00 DEG 45 MIN 29 SEC W 643.50 FT TO INTN N LINE SAID S 60 R & POE; ALSO PART NW 1/4 SEC 11 T3N R2W COM INTN N LINE THEREOF & E LINE NCRRT/PCRR, TH SE 1/4 ON R/W 194 FT, S 60 DEG 58 MIN E 1362 FT TO N LINE OF S 20 A OF NEW 1/4 SAID NW 1/4, E TO N & S 1/4 LINE, N TO N 1/4 POST, W TO BEG EXC L-96 R/W; ALSO PART NW 1/4 OF NE 1/4 SAID 1/4 SEC 11 LYING N OF NLY LINE L-96 R/W; SEC 2 T3N R2W.

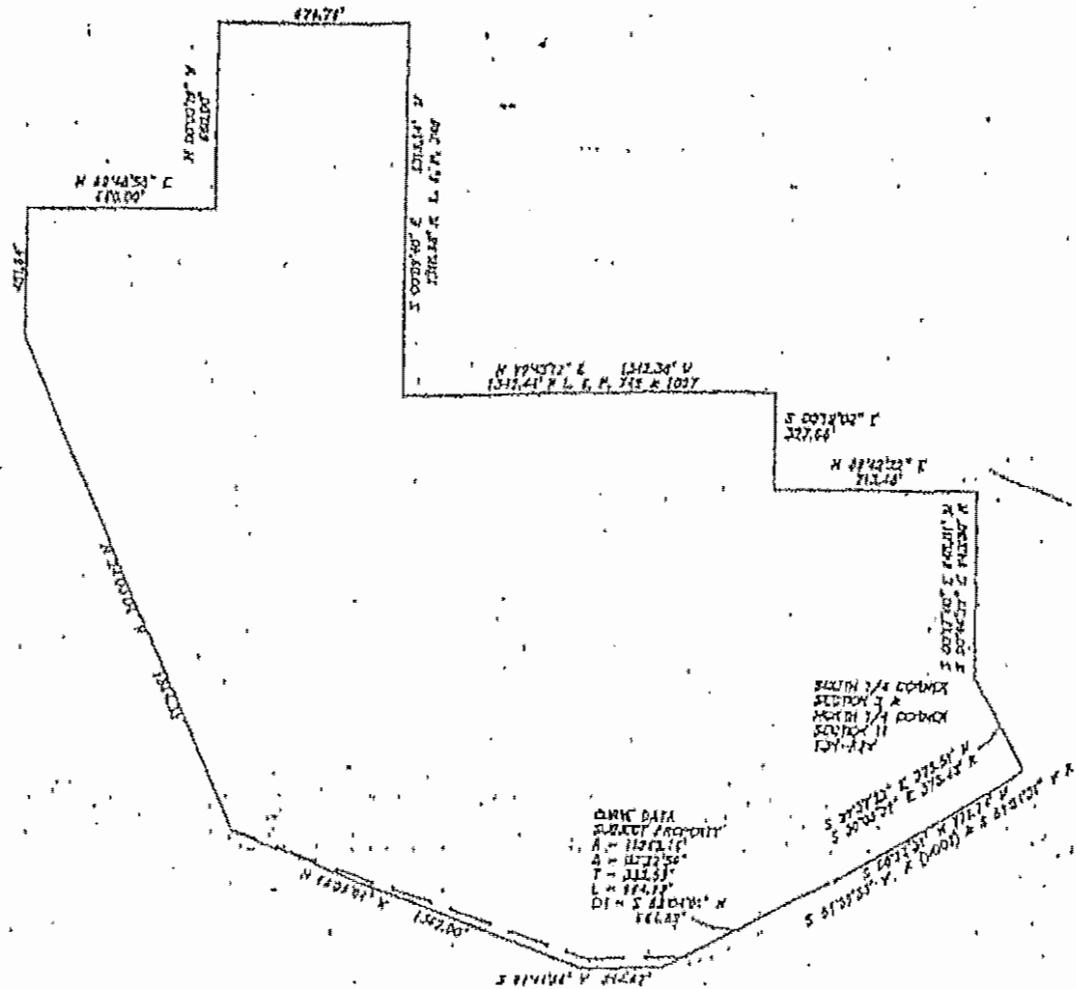


Exhibit B

[Lease Amendment]

27175634.1\050796-00083

AMENDMENT TO LEASE

RECEIVED

2015 JUL -2 PM 3: 26

THIS AMENDMENT TO LEASE ("Amendment") is made and entered into this ^{5th} day of June, 2015, by and between the City of Lansing, a Michigan municipal body corporate with a primary address of 124 W. Michigan Avenue, Lansing, Michigan 48933 and the Director of Lansing Parks and Recreation with a primary address of 200 N. Foster Street, Lansing, Michigan 48912 ("Landlord"), and Mid-Michigan Sports Turf, LLC, a Michigan limited liability company with a primary address of 2111 Merritt Road, East Lansing, Michigan 48823 ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into a Lease on June 24, 2013 ("Lease"), Provision 7.2 provides as follows:

"7.2 Tenant shall be permitted to operate and sell food and non-alcoholic beverages subject to any local, state or federal laws and regulations. Tenant is expressly prohibited from offering for sale any alcoholic beverage on the Premises without the prior written consent of the Landlord. Any request by the Tenant to offer alcoholic beverages for sale on the Premises shall be made in writing to the Director of Parks and Recreation for the City of Lansing is subject to all other local, state and federal laws and regulations"; and

WHEREAS, on June 2, 2014, the Lansing City Council approved an amendment to Chapter 608, Section 608.04€ of the City of Lansing Codified Ordinances that permits the Department of Parks and Recreation ("the Department") to authorize the sale of alcohol at the city-owned Kenneth A. Hope Soccer Complex, also known as the Hope Sports Complex ("Ordinance Amendment"); and

WHEREAS, pursuant to the Ordinance Amendment, the Department authorized the Tenant to engage in the sale of alcohol at the Hope Sports Complex provided that such sale conforms to all applicable local ordinances and state laws, and that "Alcohol may be offered for sale and consumed only within the 2,000 square foot service area designated for food and beverage service." See **Exhibit A** attached hereto;

WHEREAS, the Tenant has approval from the Michigan Liquor Control Commission ("MLCC") to operate with a Tavern License, at the Hope Sports Complex, which allows for the sale and consumption of beer and wine only, in a structure constructed on the premises which measures 2,000 square feet ("Structure") and in an Outdoor Service area located adjacent to the Structure which measures 1,600 square feet, (the "Outdoor Service Area") a copy of the MLCC Approval Order and a portion of the MLCC's Closing Checklist is attached as **Exhibit B**, a copy of the drawing submitted to the MLCC is attached as **Exhibit C**; and

WHEREAS, the MLCC requires that this Amendment be executed and submitted to the MLCC in order for the Tenant to receive its Tavern License; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, the Parties agree as follows:

1. The recitals above are part of this Amendment as if restated here.
2. Provision 7.2 of the Lease is eliminated in its entirety and replaced with the following:
 7. **Use of Premises**
 - 7.2 Tenant shall be permitted to operate and sell food and beverages, non- alcoholic and alcoholic, in the Structure and the Outdoor Service Area referred to above, subject to any local, state or federal laws and regulations.
3. The Lease and this Amendment shall form and be one integral instrument and agreement. The provisions contained in this Amendment shall supersede and control any inconsistent provisions contained in the Lease.
4. The remainder of the Lease remains unchanged.
5. The Amendment may be executed in one or more counterparts with the same effect as if the signatures were on the same document. For purposes of this Amendment, a facsimile signature shall be deemed the same as an original.

IN WITNESS WHEREOF the Landlord and Tenant have executed this Amendment on the date indicated above.

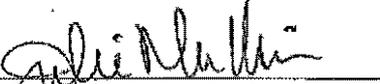
LANDLORD: CITY OF LANSING

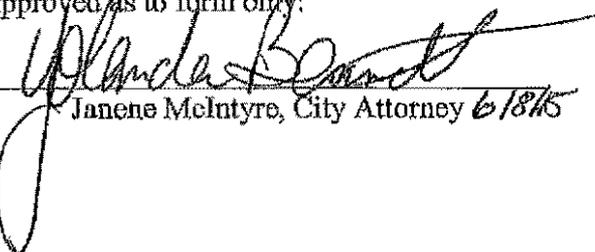
BY:  6-15-15
Virg Bernero, Mayor Date

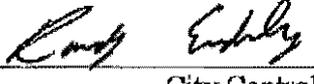
BY:  6/5/15
Brett Kaschinske, Director Date

BY:  6/16/15
Chris Swope, City Clerk Date

TENANT: MID-MICHIGAN SPORTS TURF, LLC, a Michigan limited liability company

BY:  6/15/15
Julie Mullin, Its Member Date

Approved as to form only:

Janene McIntyre, City Attorney 6/18/15

Certification as to availability of funds:

City Controller

Account # No funds required

EXHIBIT A



Virg. Bernaro, Mayor
Brett Kaschinske, Director

PARKS AND RECREATION DEPARTMENT

Administration Office

200 N. FOSTER

LANSING, MICHIGAN 48912-4104

(517) 483-4277 (Voice)

(517) 483-4473 (TDD)

(517) 377-0180 (FAX)

June 3, 2014

Ms. Julie Mullin
Mid-Michigan Sports Turf, LLC
2111 Merritt Road, Suite 102
East Lansing, MI 48823

Dear Ms. Mullin:

The Lansing City Council on Monday, June 2, 2014 approved an amendment to Chapter 608, Section 608.04 (e) of the City of Lansing Codified Ordinances that permits the Department of Parks and Recreation ("the Department") to authorize the sale of alcohol at the city-owned Kenneth A. Hope Soccer Complex, also known as the Hope Sports Complex. The ordinance amendment was granted immediate effect.

Pursuant to this amendment, the Department hereby authorizes Mid-Michigan Sports Turf, LLC to engage in the sale of alcohol at the aforementioned premises, provided that such sale conforms to all applicable local ordinances and state laws, as well as the following rules and restrictions:

- Alcohol may be offered for sale and consumed only within the 2,000-square-foot service area designated for food and beverage service.

The Department supports this opportunity because it will provide Mid-Michigan Sports Turf, LLC the ability to generate additional revenue at Hope Sports Complex. This additional revenue stream will be beneficial in maintaining and making improvements to the facility.

If you require any additional information or have any questions, please do not hesitate to contact me at 517-483-4307.

Sincerely,

A handwritten signature in cursive script, appearing to read "Brett Kaschinske".

Brett Kaschinske, Director

"Equal Opportunity Employer"

EXHIBIT B



STATE OF MICHIGAN

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LIQUOR CONTROL COMMISSION

In the matter of the request of
MID MICHIGAN SPORTS TURF, LLC
5801 Aurelius
Lansing, MI 48911
Ingham County

)
)
) Request ID No. 716734
)
)
)
)
)
)

At the August 27, 2014, meeting of the Michigan Liquor Control Commission in
Lansing, Michigan.

PRESENT: Andrew J. Deloney, Chairman
Teri L. Quimby, Commissioner
Dennis Oshove, Commissioner

LICENSING APPROVAL ORDER

Mid Michigan Sports Turf, LLC ("applicant") has filed an application to transfer ownership of escrowed 2014 Tavern, Specialty Designated Merchant, and Brewpub licenses with Sunday Sales Permit (A.M.) and Outdoor Service (1 area) from Travelers Club, Inc.; transfer location (governmental unit) under MCL 436.1531(1) from 2138 Hamilton, Okemos, Meridian Township, Ingham County to the above noted address; cancel existing Brewpub license and Outdoor Service (1 area); request one (1) new Additional Bar Permit (for a total of 2 Bars); request new Sunday Sales Permit (P.M.); and request authorization for the outdoor sale, service, and consumption of alcoholic beverages in an area measuring up to 40' x 40', located directly adjacent to the licensed

premises, and which is well-defined and clearly marked; and request consideration of licensing under the provisions of administrative rule R 436.1121(2)(f). This request to transfer ownership has been received as a result of a purchase agreement signed by the applicant and the Michigan Department of Treasury on October 17, 2013.

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the manufacture, importation, possession, transportation, and sale thereof under MCL 436.1201(2).

The Commission finds that a letter was received from the Lansing City Council and the City of Lansing Parks and Recreation Department stating that on June 2, 2014, the Lansing City Council approved an amendment to Chapter 608, Section 608.04(e) of the City of Lansing Codified Ordinances that permits the Department of Parks and Recreation to authorize the sale of alcohol at the city-owned Kenneth A. Hope Soccer Complex. The Commission also finds that the Lansing Department of Parks and Recreation has authorized Mid-Michigan Sports Turf, LLC to engage in the sale of alcohol at the applicant location.

The Commission finds that it has considered the provisions as required in administrative rule R 436.1105 in the consideration of this request.

After reviewing the file and discussion of the issues at the meeting, the Commission finds that the applicant has demonstrated good cause to satisfy the requirements of administrative rule R 436.1121(2)(f) and approval is granted.

THEREFORE, IT IS ORDERED that:

- A. The applicant's request to transfer ownership of the Tavern and Specially Designated Merchant licenses is APPROVED subject to the following:
 - 1. The licensee shall pay all license fees by April 30th each year.

2. The licensee shall provide proof of financial responsibility, under MCL 436.1803.
3. **Final inspection by Enforcement to determine the building has been constructed as proposed; to determine seating capacity has been established and posted; to determine the Outdoor Service area has been constructed as proposed and is well-defined and clearly marked; and to determine the licensed premises meets all requirements of the Michigan Liquor Control Code and Administrative Rules.**
4. Verification applicant received a \$19,000.00 loan from applicant member, Julie L. Mullin and her spouse, Kevin T. Mullin.
5. Verification applicant received a \$15,000.00 loan from Greater Lansing Endodontics PLC.
6. Verification applicant received a \$31,000.00 loan from Chill Soccer Club.
7. Receipt of acceptable, executed amendment to the lease agreement which allows for the sale of alcoholic beverages on the leased premises and the Outdoor Service area.
8. Receipt of Form LCC-3010 (Report of Stockholders/Members/Partners).
9. The licensee shall provide documentary proof to the Commission to demonstrate that, at a minimum, supervisory personnel on each shift and during all hours in which alcoholic liquor is served have successfully completed a server training program approved by the Commission as required under MCL 436.1501(1), within 180 days from the issuance of the license, as provided in administrative rule R 436.1060.
 - a. The licensee shall maintain active certification of completion for server training on the licensed premises at all times as provided in administrative rule R 436.1060.
 - b. Failure to provide this documentary proof to the Commission within 180 days of the issuance of the license shall result in the licensee being charged with failure to comply with this order, under

administrative rule R 436.1029, which may result in fines, suspension and/or revocation of the license.

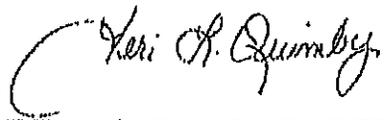
- B. The applicant's request for one (1) new Additional Bar Permit (for a total of 2 Bars) is APPROVED.
- C. The applicant's request to transfer the existing Sunday Sales Permit (A.M.) is APPROVED subject to the following:
 - 1. A reference to the time of day includes daylight savings time, when observed.
 - 2. This permit is subject to revocation by operation of law or otherwise if the Commission receives notice from a county, city, village, or township that it prohibits the sale of spirits, mixed spirit drink, or beer and wine during the time authorized by this permit.
- D. The applicant's request for new Sunday Sales Permit (P.M.) is APPROVED subject to the following:
 - 1. A reference to the time of day includes daylight savings time, when observed.
 - 2. This permit is subject to revocation by operation of law or otherwise if the Commission receives notice from a county, city, village, or township that it prohibits the sale of spirits, mixed spirit drink, or beer and wine during the time authorized by this permit.
- E. The applicant's request for authorization for the outdoor sale, service, and consumption of alcoholic beverages in an area measuring up to 40' x 40', located directly adjacent to the licensed premises, and which is well-defined and clearly marked is APPROVED subject to the following:
 - 1. The licensee will not permit the sale, service, or consumption of alcoholic liquor outdoors, except in the well-defined and clearly marked area pursuant to the provisions of administrative rule R 436.1419(1).
 - 2. The licensee shall not allow alcoholic beverages purchased for consumption in this proposed Outdoor Service area to be removed from and taken to any adjacent unlicensed area(s).

3. The licensee is prohibited from allowing the sale, service, possession or consumption of alcoholic beverages within the confines of the soccer field, at any time the field(s) is being utilized for soccer or any other sporting activity, including any break or intermission.
- F. The applicant's request to transfer location (governmental unit) under MCL 436.1631(1) from 2138 Hamilton, Okemos, Meridian Township, Ingham County to the above noted address is APPROVED.
- G. The applicant's request to cancel the existing Brewpub license and Outdoor Service (1 area) is APPROVED.
- H. Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. Approval by the Michigan Liquor Control Commission does not waive this requirement. The licensee must obtain all other required state and local licenses, permits, and approvals before opening the business for operation.
- I. Failure to comply with all laws and rules may result in the revocation of the approval contained in this order.

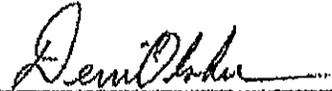
MICHIGAN LIQUOR CONTROL COMMISSION



Andrew J. Deloney, Chairman



Teri L. Quimby, Commissioner



Dennis Olshove, Commissioner

M8

Date Mailed: September 17, 2014

September 17, 2014/kw

BID: 234797

72 days

MID MICHIGAN SPORTS
TURF, LLC

RID: 716734



Rick Snyder
Governor

State of Michigan
Department of Licensing and Regulatory
Affairs
Michigan Liquor Control Commission
Andrew J. Deloney
Chairman

Mike Zimmer
Acting Director

**Notice of Deficiency
Itemized List of Required Documents and Fees**

Your application has been approved by the Liquor Control Commission ("Commission") based on the information provided. However, before the license(s) can be issued to you, the Commission will require all the items listed below, which will be retained for our records. **You will not receive your license(s) unless all of the marked items are signed and accepted by this office.** Please note: Any changes to your information may require further investigation.

Should you desire to bring your final documents in to the office for processing, you must arrive prior to 3:30 p.m.; if you arrive after that time we cannot guarantee that we will be able to process your paperwork the same day.

A copy of the Commission Order is enclosed for your information. Pursuant to administrative rule R 436.1925, any request for an appeal should be made in writing by the applicant to the Lansing Office of the Commission within 20 days from the date of the mailing of the Commission Order.

- If you have an attorney on record that represents you in this matter, this itemized list of required documents and fees has been mailed directly to your attorney. *As a courtesy, we are providing you with a copy of the itemized list.*
- Approval of your request is subject to final inspection(s) from the **MLCC- Lansing District Office**. Final inspections must be completed before closing documents will be processed. (See enclosed letter)
- Contract for License: Form LC-151 (enclosed) – This contract must be signed by all applicants.
- Report of Stockholders/Members/Partners: Form LCC-3010 (enclosed) – Please list current stockholders/members/partners with the **total** percentage or stock issuance held.
- Closing Form for License Sale: Form LCC-3012 (enclosed) – This form must be completed in its entirety and be signed by all parties.

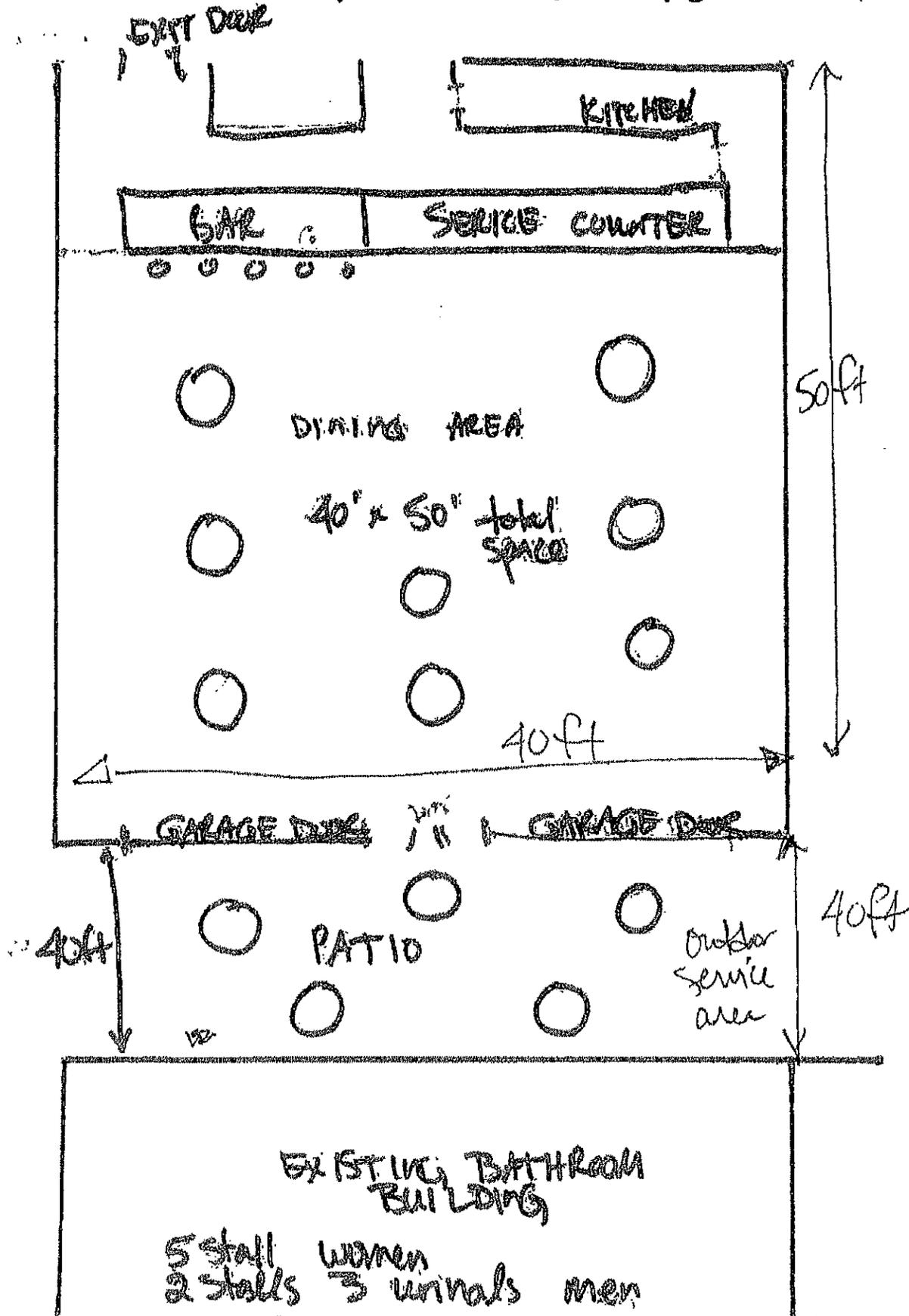
- Acceptable Lease Agreement – Lease Agreement submitted is not acceptable for the following reasons:
 1. Provide executed amendment to the lease to allow for the sale of alcoholic beverages on the leased premises and the Outdoor Service Area.(refer to Sec. 7.2)

The Commission office is open to the public from 8:00 a.m. until 5:00 p.m. Monday through Friday. In order to process your request efficiently and provide quality customer service, **please arrive prior to 3:30 p.m.** Your completed closing package can also be faxed, 517-763-0059, or emailed to: MLCCLicensingunit4@michigan.gov. If you have any questions please contact the Commission office, toll free, at (866) 813-0011.

cc: Mid Michigan Sports Turf, LLC w/encl.

EXHIBIT C

HOMES SPORTS COMPLEX CAFE



LEASE

THIS LEASE is made by and between Landlord and Tenant, who agree as follows:

1. *Basic Lease Provisions*

- 1.1. Landlord: City of Lansing, a Michigan municipal body corporate.
- 1.2. Landlord's Primary Address: 124 W. Michigan Avenue
Lansing, Michigan 48933

and

Poster Community Center
200 N. Poster Street
Lansing, Michigan 48912
- 1.3. Tenant: Mid-Michigan Sports Turf, LLC, a Michigan limited liability company.
- 1.4. Tenant's Primary Address: 2111 Merritt Road
East Lansing, Michigan 48823
- 1.5. Lease Date: June 24, 2013
- 1.6. Premises: The property commonly known as 5801 Aurelius Road, Lansing, Michigan 48911, as more particularly described on Exhibit A attached hereto.
- 1.7. Term: 59 Months
- 1.8. Commencement Date: July 28, 2013
- 1.9. Termination Date: May 20, 2018, subject to earlier termination as provided herein.
- 1.10. Annual Base Rent: \$1,000.00
- 1.13. Security Deposit: \$15,000.00
- 1.14. Designated Use: Pursuant to Section 7 below, subject to any and all other restrictions stated herein.

2. *Premises*

- 2.1. Landlord leases the Premises to Tenant. Tenant has inspected the Premises and is satisfied with the condition of the Premises, including the buildings thereon ("Buildings"). Tenant accepts the Premises in

its present "as is" condition, and Tenant shall, at its sole cost and expense, make all repairs necessary to maintain the Premises, at a minimum, in its current condition as of the Commencement Date during the term of this Lease. This obligation of the Tenant shall include, but not be limited to, all improvements, modifications or alterations to or on the Premises approved in writing by the Landlord.

3. *Term*

3.1. The Term of this Lease will commence on the Commencement Date, and, unless sooner terminated or extended in accordance with the provisions of this Lease, terminate on the Termination Date.

3.2. On the Termination Date, this Lease shall automatically terminate without any further action by either Party hereto.

4. *Rent*

4.1. Tenant shall pay to Landlord the Annual Base Rent. The Annual Base Rent shall be paid pro-rated for any partial year in which the Annual Base Rent is owed. In the event of a termination of this Lease by either Party hereto, the Tenant shall not be entitled to a partial refund of the Annual Base Rent paid by Tenant to Landlord. The Annual Base Rent for year 2013 shall be paid to the Landlord on or before the Commencement Date. The Annual Base Rent for subsequent years shall be paid by the Tenant on or before 5:00 p.m. EST of the 15th day of January (the "Rent Day"). The failure of the Tenant to timely make any Annual Base Rent Payment shall constitute a default or material breach and entitle Landlord to all remedies stated herein including, but not limited to, termination of this Lease.

5. *Taxes and Assessments*

5.1. The Parties acknowledge that Premises is currently not subject to real property tax. However, should the taxable status of the Premises change and otherwise be subject to real property taxation, Tenant shall be responsible for all real property taxes, including but not limited to ad valorem taxes, assessments (general, special, ordinary or extraordinary), sewer rents, rates and charges, taxes based upon the receipt of rent (other than federal, state and local income taxes), and any other federal, state or local charge (general, special, ordinary or extraordinary) which may now or hereafter be imposed, levied or assessed against the Premises. Tenant shall pay such taxes, assessments, and other charges which shall become due and payable or a lien or both after the date hereof before the same become subject to penalties, and shall produce evidence of the payment of such taxes and assessments to Landlord in the form of the paid receipt from the municipal taxing and assessing authorities at least ten (10) days prior to the date on which such taxes and assessments are due.

5.2. Tenant shall pay in full to the appropriate taxing authority, before delinquent, all municipal, county, and state taxes assessed, levied or imposed upon Tenant's leasehold interest and all furniture, fixtures, machinery, equipment, apparatus, systems and all other personal property of any kind located at, placed in or used in connection with the Premises or its operation, and Tenant shall produce evidence of the payment of such taxes to Landlord in the form of the paid receipt from the municipal taxing and assessing authorities at least ten (10) days prior to the date on which such taxes are due.

6. *Utilities*

6.1. Tenant shall pay as and when they become due all charges directly to the applicable service provider for water, gas, heat, electricity, sewer, refuse collection, janitorial services, phone and other

utilities used upon or furnished to the Premises. Any and all security deposits required by the companies providing such utilities shall be the sole responsibility of Tenant.

7. *Use of Premises*

7.1. The Premises shall be used, occupied and operated by Tenant for the primary purpose of Tenant renting field capacity for sporting events, games and practices (the "Designated Use"), subject to the restrictions stated herein, and for no other purpose without the prior written consent of Landlord. Any request by the Tenant to use the Premises for any other purpose other than the Designated Use stated above shall be made in writing to the Director of Parks and Recreation for the City of Lansing.

7.2. Tenant shall be permitted to operate and sell food and non-alcoholic beverages subject to any local, state or federal laws and regulations. Tenant is expressly prohibited from offering for sale any alcoholic beverage on the Premises without the prior written consent of the Landlord. Any request by the Tenant to offer alcoholic beverages for sale on the Premises shall be made in writing to the Director of Parks and Recreation for the City of Lansing, and is subject to all other local, state and federal laws and regulations.

7.3. Tenant shall be expressly prohibited from charging any form of fee for persons parking on the Premises without the prior written consent of the Landlord. Any request by the Tenant to charge any form of parking fee on the Premises shall be made in writing to the Director of Parks and Recreation for the City of Lansing.

7.4. Tenant shall not use or permit any person to use the Premises in any manner which violates or would create liability under federal, state or local laws, ordinances, rules, regulations or policies. Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances or materials in violation of applicable laws. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law, or allow to be brought into the Premises any such materials or substances except to use in the ordinary course of Tenant's business. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any applicable state or local law and the regulations adopted under these acts. In all events, Tenant shall indemnify Landlord in the manner elsewhere provided in this Lease against any liability resulting from any release of hazardous substances or materials on the Premises caused by Tenant or persons acting under Tenant. Tenant shall obtain and maintain any permits, licenses, authorizations, and approvals required by applicable statutes, codes, ordinances, and rules and regulations for the use and occupancy of the Premises for the Designated Use.

7.5. The Parties expressly acknowledge the current environmental condition of the Premises, including, but not limited to the fact that all or a portion of the Premises was formerly used as a landfill. As such, Tenant shall not do or permit to be done any act which will invalidate or be in conflict with any insurance policy carried by or for the benefit of Landlord with respect to the Premises or which might subject Landlord to any liability, nor shall Tenant keep anything in the Premises except as permitted by the fire department, board of fire underwriters, or other authority having jurisdiction, and then only in such manner as not to increase the insurance rate for the Premises, nor use the Premises in a manner which will increase the insurance rate for the Premises.

8. *Scheduling of Events on the Premises and Rates*

8.1. Tenant is responsible for scheduling and reserving playing fields on the Premises and all moneys received by Tenant for the use of any playing field on the Premises belongs to Tenant. Tenant shall schedule time on all playing fields on a first-come, first-serve basis without regard to team or affiliation and shall make all reasonable efforts to schedule playing field time on a fair and equitable basis. To reserve or schedule time on any playing field on the Premises, Tenant is required to receive half of the total field rental rate at the time of reservation and the balance within ten (10) days of the date the field will be used.

8.2. No preference will be given to any person, organization, company or team with regard to scheduling playing field time, except, Tenant expressly agrees to provide a preference to the needs and schedule requests of the City of Lansing Parks and Recreation Department for community based sports programs.

8.3. Tenant acknowledges that prior to the Commencement Date, the City of Lansing and Ingham County, Michigan had an existing fifteen (15) year lease in place for the Premises. As such, Tenant agrees to honor and keep all existing scheduled or reserved playing field times as of the Commencement Date.

8.3. With regard to the rental rate charged for playing field time, Tenant agrees to charge the same rate to all persons, organizations, companies and teams for use of playing fields on the Premises except as stated below for the Lansing Department of Parks and Recreation. Prior to the Commencement Date, for year 2013, and prior to January 15th of each subsequent year during the term of this Lease, Tenant shall submit a rate schedule detailing the rate at which Tenant will charge for use of the playing fields to Landlord for written approval, subject to the Landlord's sole discretion, by the Director of Parks and Recreation for the City of Lansing. The rate schedule to be approved by the Landlord shall provide for a reduced rate for playing field time reserved or scheduled by the Lansing Parks and Recreation Department.

9. *Environmental Condition of the Premises*

9.1. Any "Response Action" or remediation required due to a release, discharge, disposal, or exacerbation of a previous release, caused by the acts or omissions of Tenant or Tenant's agents, employees, representatives, contractors, guests or invitees shall be completed at the sole cost and expense of Tenant and Tenant shall indemnify, hold harmless and defend Landlord against any and all claims whether they are made by a government agency with jurisdiction over the Property or a third party arising from or related to a release, discharge, disposal, or exacerbation of a previous release at the Property.

10. *Improvements to the Premises*

10.1. Tenant is strictly prohibited from constructing any structure, or altering, modifying or improving any portion of the Premises, or any fixture or structure thereon, without the prior written consent of Landlord. Any request by Tenant for altering, modifying or improving any portion of the Premises, or any fixture or structure thereon shall be made to Director of Parks and Recreation for the City of Lansing. With regard to any request made by Tenant under this section, the Landlord's written approval shall be contingent on the Parties reaching an agreement governing all aspects of the alteration or improvement and said agreement shall automatically be incorporated into this Lease as an Appendix hereto.

10.2. Tenant shall be required to construct, at Tenant's sole cost, at least one full size artificial turf sport field suitable for soccer on the Premises. Construction of the turf field shall be completed within one (1) year from the Commencement Date. The size, construction requirements, type of turf and location within

the Premises shall all be subject to approval by Landlord. This contractual obligation of Tenant is not intended to relieve Tenant of its obligation to seek Landlord's written approval for the "improvement" as contemplated under the preceding section or to relieve Tenant from obtaining proper building permits or approvals from the City of Lansing, or any other local, state or federal written approvals necessary to construct such an improvement on Premises, being a former landfill site. Tenant is solely responsible and liable for obtaining all necessary written approvals from any local, state or federal agency, office or department.

11. *Security Deposit*

Tenant shall be required to tender the Security Deposit of \$15,000.00 on or before the Commencement Date. The Security Deposit shall be paid to the City of Lansing and held in a separate account by the Parks and Recreation Department of the City of Lansing. The City shall not access the Security Deposit unless this Lease is terminated, for any reason, and the Premises requires repair or maintenance to return any portion of the Premises to its condition as of the Commencement Date. Landlord shall not be under any obligation to provide Tenant with notice of use of the Security Deposit. Upon the expiration of the term of this Lease, or if this Lease is terminated by either Party hereto, any remaining funds of the Security Deposit not used by the Landlord for repair or maintenance shall be returned to Tenant.

12. *Naming Rights*

12.1. Tenant is expressly prohibited from re-naming or selling naming rights to all or a portion of the Premises and from altering or changing any on-Premises signage that references the Premises' current name, being the Kenneth A. Hope Soccer Complex, unless approved in writing by Landlord. However, the Parties hereto contemplate the possibility that Tenant may offer for sale the naming rights for all of a portion of the Premises. In the event Tenant pursues the sale of naming rights to all or a portion of the Premises, Tenant shall submit a written request to Landlord and any request by the Tenant for approval of naming rights to all or a portion of the Premises shall be made in writing to the Director of Parks and Recreation for the City of Lansing. The Landlord retains sole discretion with regard to approving or denying any request made by Tenant under this section.

13. *Quiet Enjoyment*

13.1. During the Term, Tenant's quiet enjoyment of the Premises will not be disturbed by Landlord, unless Tenant defaults in the performance of the covenants of this Lease beyond any applicable notice and cure period.

14. *Services*

14.1. Landlord shall not be liable for interruption in services caused by riots, strike, labor disputes, accidents or other causes beyond the control of Landlord, or for stoppages or interruptions of any services for the purpose of making necessary repairs or improvements. Failure, interruption, or delay in furnishing services shall not be construed as an act of eviction against the Tenant by the Landlord nor shall such failure, interruption or delay in any way operate as a release from the prompt and punctual performance by the Tenant of the covenants of this Lease.

15. *Insurance*

15.1. Tenant shall maintain in full force and effect policies of broad form general liability insurance providing coverage for the Premises, including without limitation all parking areas, with policy limits of not less than \$1,000,000.00 per occurrence, and a \$3,000,000.00 limit in excess or umbrella liability coverage, exclusive of defense costs, and without any provision for a deductible or self insured retention. In the event any policy or policies of insurance which Tenant is required to maintain shall be written on a "claims made" insurance form, each policy shall have a "retroactive date" which is not later than the Commencement Date. Furthermore, should insurance coverage be written on a claims made basis, Tenant's obligation to provide insurance shall be extended for an additional period equal to the statute of limitations for such claims in the State of Michigan on the Termination Date, plus one year.

15.2. Tenant shall maintain in full force and effect through the Term of this Lease policies of all risk property insurance covering its personal property, fixtures and improvements to their full replacement cost, without deduction for depreciation. Such insurance shall provide the broadest coverage then available, including coverage for loss of profits or business income or reimbursement for extra expense incurred as the result of damage or destruction to all or a part of the Premises.

15.3. Tenant shall also maintain in full force and effect through the Term of this Lease insurance against fire, vandalism, malicious mischief and such other perils as are included from time to time in a standard extended coverage endorsement and special extended coverage endorsements, insuring the Premises and all improvements thereto in an amount equal to the full replacement cost of the Building and all other improvements on the Premises.

15.4. All insurance policies which Tenant is required to maintain shall, in addition to any of the foregoing: be written in carriers authorized to write such business in the State of Michigan reasonably acceptable to Landlord; name Landlord and Landlord's lender as additional named insured; be endorsed to provide that they shall not be canceled or changed materially in any manner adverse to Landlord for any reason except on thirty (30) days prior written notice to Landlord and Landlord's lender; and provide coverage to Landlord whether or not the event or occurrence giving rise to the claim is alleged to have been caused in whole or in part by the acts or omissions or negligence of the Landlord. All insurance coverages required hereunder shall be primary and non-contributing to any comparable liability insurance (including self-insurances) carried by the Landlord. Tenant shall deliver certificates of insurance evidencing the coverage and endorsements required hereby and copies of the original policies to Landlord within ten (10) business days of the Lease Date, together with receipts evidencing payment of the premiums. Tenant shall deliver certificates of renewal for such policies to Landlord not less than thirty (30) days prior to the expiration dates thereof.

15.5. If Tenant fails to provide any of the insurance or subsequently fails to maintain the insurance in accordance with the requirements of this Lease, Landlord may, but is not required to, procure or renew such insurance to protect its own interests only, and any amounts paid by Landlord for such insurance will be Additional Rent due and payable on or before thirty (30) days of the effective date of such policy. Landlord and Tenant agree that any insurance acquired by Landlord shall not cover any interest or liability of Tenant.

16. *Damage by Fire or Other Casualty*

16.1. Tenant shall give immediate notice to Landlord of fire or other casualty at the Premises. If fifty percent (50%) or more of the Buildings or Premises shall be damaged or destroyed by fire or other casualty, Landlord shall have the right, but not the obligation, to terminate this Lease by giving written notice to Tenant of its election to terminate, notice to be given within ninety (90) days after the occurrence

of the damage or destruction. Upon the third day after notice is given Tenant shall vacate and surrender the Premises to Landlord, without prejudice, however, to Landlord's rights and remedies against Tenant under the Lease prior to termination, and any Rent or other charges owing shall be paid through such date. If Landlord terminates this Lease due to such damage to the Buildings or Premises, Tenant shall assign the insurance proceeds applicable to the Building and all other improvements on the Premises to Landlord.

16.2. If less than fifty percent (50%) of the Buildings or Premises are damaged or destroyed by fire or other casualty or Landlord does not terminate this Lease as set forth above, Tenant shall promptly repair or restore the Premises as well as its trade fixtures, furnishings, equipment, personal property and leasehold improvements in a manner and to a condition equal to that existing prior to the occurrence of the damage or casualty, in which case any applicable insurance proceeds shall be used for such repair or restoration. There shall be no abatement of Rent or other charges in the event of any fire or other casualty.

16.3. Notwithstanding the foregoing, each party shall look first to any insurance coverage that it carries or any insurance coverage that such party would have if it met the requirements of this Lease, before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance, or the insurance required by this Lease, if in force, would have paid the claim, Landlord and Tenant each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. Tenant acknowledges that Landlord will not carry insurance on the Premises or on Tenant's personal property, fixtures, and improvements, and agrees that Landlord will not be obligated to repair any damage or replace the same.

17. *Repairs*

17.1. Tenant shall, at its own expense, maintain, repair and replace the Premises and every part thereof to the satisfaction of Landlord. Such responsibility includes, but is not limited to, mowing all grass areas and clearing snow from parking lots and sidewalks where applicable and maintaining the exterior landscaping of the Premises to a level consistent with the condition of the Premises as of the Effective Date. Further, Tenant shall, at its own expense, maintain the Premises in a clean and safe condition in accord with all federal, state and local laws, ordinances and regulations, and the directions of any health officer, fire marshal, building inspector, or other governmental agency having jurisdiction over the Premises. With regard to the maintenance and repair of the sports fields on the Premises, Tenant shall submit in writing the name of the company or person retained by Tenant to repair or maintain such areas for written approval of the company or person by the Landlord. Tenant's request for approval shall be submitted to the Director of Parks and Recreation for the City of Lansing.

17.2. Tenant shall repair all damage to the Premises caused by any activity of Tenant, including but not limited to the moving of Tenant's fixtures or personal property, or through the negligence or willful acts of Tenant, its agents or invitees. All repairs shall be of quality equal to the original construction.

17.3. There shall be no reduction in the Annual Base Rent or other charges nor shall there be any liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord, Tenant, or others making or failing to make any repairs, alterations, additions or improvements to any portion of the Premises.

17.4. Tenant shall keep the Premises free of liens for work claimed to have been done for, or materials furnished to Tenant and will hold Landlord harmless from any liens which may be placed on the Premises except those attributable to the acts of Landlord. In the event a construction or other lien shall be filed

against the Premises or Tenant's interest as a result of any work undertaken by Tenant, or as a result of any repairs or alterations made by Tenant, or any other act of Tenant, Tenant shall, within thirty (30) days after receiving notice of the lien, discharge the lien. In the event Tenant shall fail to discharge such lien, Landlord shall have the right, but not the obligation, to terminate this Lease or procure such discharge, and Tenant shall pay the cost of procuring such discharge to Landlord as Additional Rent within thirty (30) days of Landlord receiving such discharge.

18. *Eminent Domain*

18.1. If fifty percent (50%) or more of the leasable ground area of the Premises is condemned or taken in any manner, including without limitation any conveyance in lieu of condemnation, for any public or quasi-public use ("Taken"), the Term of this Lease shall cease and terminate as of the date title is vested in the condemning authority.

18.2. If less than fifty percent (50%) of the leasable ground area of Premises is Taken, Landlord shall have the right, but not the obligation, to terminate this Lease by giving written notice within thirty (30) days after being notified of such taking, and in such event, termination shall be effective upon the date designated by Landlord in the notice of termination.

18.3. The whole of any award or compensation for any portion of the Premises Taken, including the value of Tenant's leasehold interest under the Lease, shall be solely the property of Landlord. Tenant is not precluded from seeking, at its own expense, an award from the condemning authority for loss of the value of any trade fixtures or other personal property in the Premises, or moving expenses, provided that the award for such claim or claims shall not diminish the award made to Landlord.

18.4. In the event the Premises or any portion are Taken, Tenant shall have no claim against Landlord for the value of any unexpired Term of this Lease or otherwise. In the event of a partial taking of the Premises which does not result in a termination of this Lease, the Annual Base Rent thereafter shall not be adjusted or partially reduced.

19. *Assignment or Subletting*

19.1. Tenant shall not assign this Lease or sublet the Premises, without the prior written consent of Landlord. Any attempted assignment or subletting without consent shall be invalid. No assignment or subletting shall be binding upon Landlord unless the assignee or subtenant shall deliver to Landlord an instrument containing an agreement of assumption of all of Tenant's obligations under this Lease. If Tenant, with or without the previous consent of Landlord, does assign or transfer this Lease or any estate or interest therein in any manner, Tenant will not be released in any way from any of its obligations under this Lease. Upon the occurrence of an event of default, if all or any part of the Premises are then assigned or sublet, Landlord, in addition to any other remedies, shall have the right, but not the obligation, to collect directly from the assignee or subtenant all Rent becoming due to Landlord. Any collection by Landlord from the assignee or subtenant shall not be construed as a waiver or release of Tenant from the further performance of the covenants of this Lease or the making of a new lease with such assignee or subtenant. The restrictions and obligations set forth under this section do include Tenant's right to rent playing fields on the Premises for the Designated Use as defined herein.

20. *Inspection of Premises*

20.1. Tenant shall permit Landlord, or Landlord's authorized agency, agent, representative or employee to enter the Premises during normal business hours for the purpose of inspecting the Premises.

21. *Notice*

21.1. All bills, notices, statements, communications, or demands (collectively the "Notices") required under this Lease must be in writing. Any Notices from Landlord to Tenant will be deemed to have been duly and sufficiently given if a copy has been personally delivered, or mailed by United States mail, postage prepaid, or sent via courier service to Tenant at the address of the Premises or at such other address as Tenant may designate in writing. Any Notices from Tenant to Landlord will be deemed to have been duly and sufficiently given if delivered to Landlord in the same manner as provided above at the Landlord's Office, care of the Mayor of the City of Lansing with a copy to the Director of Parks and Recreation, City of Lansing, or at such other address as Landlord may designate in writing.

22. *Breach, Re-Entry, Termination*

22.1. Each of the following shall be deemed an event of default: (i) Tenant's failure to make payment of Rent due hereunder within ten (10) days after Tenant's receipt of written notice of such failure from Landlord; or (ii) Tenant's failure to perform any of the covenants of this Lease for more than ten (10) days after Tenant's receipt of written notice of such failure from Landlord; or (iii) if Tenant shall petition for relief under the bankruptcy laws, or shall make an assignment for the benefit of creditors, or if a receiver of any property of the Tenant be appointed in any action, suit or proceeding by or against Tenant, or if Tenant shall admit to any creditor or to Landlord that it is insolvent, or if the interest of Tenant in the Premises shall be sold under execution or other legal process, or if Tenant shall abandon the Premises.

22.2. Upon the occurrence of an event of default, Landlord shall have the right to terminate the Lease and shall be entitled to immediate possession of the Premises. Landlord may make its election to terminate known to Tenant by delivery of a notice of termination. Such termination shall be immediately effective and Landlord shall be entitled to forthwith commence an action in summary proceedings to recover possession of the premises. Tenant waives all notice in connection with such termination, including by way of illustration but not limitation notice of intent to terminate, demand for possession or payment, and notice of re-entry.

22.3. No receipt of money by the Landlord from the Tenant after the termination of this Lease shall reinstate, continue or extend the term, nor affect or waive any notice given by the Landlord to the Tenant prior to such receipt of money.

22.4. Should Landlord at any time terminate this Lease, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of any default, including the cost of recovering the Premises, reasonable attorneys' fees, and damages equal to lost Rent, all of which amounts shall be immediately due and payable from Tenant to Landlord.

22.5. The Landlord's rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other rights, remedies and benefits allowed by law.

22.6. Landlord and Tenant agree that they shall rely solely upon the terms of this Lease to govern their relationship. They further agree that reliance upon any representation, act or omission outside the terms of

this Lease shall be deemed unreasonable, and shall not establish any rights or obligations on the part of either party.

22.7. One or more waivers of any covenant of the Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed a waiver of Landlord's consent or approval to or of any subsequent similar act by Tenant. No breach of a covenant of this Lease shall be deemed to have been waived by Landlord, unless such waiver (i) is in writing signed by Landlord; (ii) identifies the breach, and (iii) expressly states that it is a waiver of the identified breach.

22.8. Notwithstanding anything to the contrary, Tenant acknowledges and agrees that its obligation to pay Rent under this Lease is an independent covenant, and that such obligation to pay is not subject to setoff or recoupment in connection with any action for summary proceedings to recover possession of the Premises.

22.9. Landlord and Tenant hereby waive trial by jury in connection with any action for summary proceedings to recover possession of the Premises. Further, Landlord and Tenant waive trial by jury in connection with any action arising out of or relating to the covenants of this Lease, with the exception of actions for personal injury or property damage.

22.10. In the event that Landlord is required to bring an action arising out of the covenants of this Lease, or in the event Landlord undertakes an action for summary proceedings to recover possession of the Premises, Tenant agrees to pay Landlord such reasonable costs and attorneys' fees as Landlord may incur in connection with such action.

22.11. Tenant shall not be entitled to surrender the Premises to avoid liability for Rent due to the condition of the Premises or Premises, nor shall any purported consensual surrender be effective unless expressly agreed to in a writing signed by the Landlord.

22.12. Landlord and Tenant hereby represent that in the event an action for summary proceedings to recover possession of the Premises is commenced, the amount set forth in this Lease shall be deemed reasonable Rent for the Premises.

23. *Surrender of Premises on Termination*

23.1. Upon termination Tenant shall surrender the Premises clean and in the same condition as on the Commencement Date, except for any approved improvements approved by Landlord, and promptly deliver all keys for the Premises to Landlord. Any damage to the Premises resulting from removal of trade fixture, personal property or similar items shall be repaired at Tenant's expense. All expenses incurred by Landlord in connection with repairing or restoring the Premises to the designated condition, together with the costs, if any, of removing any property of Tenant shall be invoiced to Tenant and be payable within ten (10) days after receipt of invoice. If payment is not made on the invoice, Landlord shall be entitled to access the Security Deposit to pay the invoice.

24. *Performance by Landlord of the Covenants of Tenant*

24.1. If Tenant fails to pay any money or to perform any covenant required by this Lease, Landlord shall have the right, but not the obligation, to make such payment or access the Premises and perform such act. All sums so paid or incurred by Landlord and all incidental costs, including without limitation the cost of

repair, maintenance or restoration of the Premises, shall be deemed additional rent and shall be due and payable within thirty (30) of Tenant's receipt of any invoice.

25. *Holding Over*

25.1. If Tenant remains in possession of the Premises after the Termination Date, it will be deemed to be occupying the Premises as a month to month tenant, subject to all the covenants of this Lease to the extent that they can be applied to a month to month tenancy, except that the monthly installment of base rent for each month will be Ten Thousand Dollars and 00/cents (\$10,000.00) payable on the first day of each month Tenant holds over.

26. *Indemnification*

26.1. Tenant shall, at its expense, indemnify, defend, and hold harmless Landlord, its licensees, servants, agents, employees and contractors, from any loss, damage, claim, liability or expense, (including reasonable attorney fees) of any kind, type or description, including without limitation, claims for bodily injury, disease, death, property damage or environmental clean-up arising directly or indirectly out of or in connection with the acts or omissions of Tenant, its licensees, servants, agents, employees, guests, invitees or contractors, or the failure of Tenant to comply with any covenant of this Lease.

27. *Definition of Landlord; Landlord's Liability*

27.1. The term "Landlord" as used in this Lease is limited to mean and include only the City of Lansing, and in the event of any sale or transfer of Landlord's interests in the Premises, the Landlord herein named (and in case of any subsequent transfers or conveyances the then grantor) will automatically be released of all liability for the performance of any covenants contained in this Lease.

27.2. In addition, with regard to any approval required or given by the Landlord, the term "Landlord" as used in the Lease, unless specifically stated otherwise, is limited to mean the current or acting Mayor of the City of Lansing, or any other person authorized or designated in writing by the Mayor to give such approval.

28. *General*

28.1. This Lease contains the entire agreement with respect to the matters described herein and is a complete and exclusive statement of the terms thereof and supersedes all previous agreements with respect to such matters. This Lease may not be altered or modified except by a writing signed by Landlord and Tenant.

28.2. Time is of the essence in this Lease with respect to the performance of all covenants.

28.3. There are no representations with respect to the condition of the Premises, including but not limited to the environmental condition of the Premises, and rents, leases, expenses of operation or any other matter related to the Premises except as expressly set forth in this Lease, and no rights, easements or licenses are acquired by Tenant by implication or otherwise.

28.4. All questions with respect to the construction of this Lease shall be determined in accord with the laws of the State of Michigan.

28.5. Reference in this Lease to persons, entities and items have been generalized. Therefore, reference to a single person, entity or item will also mean more than one person, entity or thing whenever such usage is appropriate (for example, "Tenant" may include, if appropriate, a group of persons acting as a single entity, or as tenants-in-common). Similarly, pronouns of one gender should be considered interchangeable with pronouns of the other gender.

28.6. This Lease shall be binding on successors and assigns.

28.7. If any covenant of this Lease shall be invalid, illegal or unenforceable, such covenant shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining covenants shall not in any way be affected or impaired. This Lease shall not be construed to favor Landlord or Tenant.

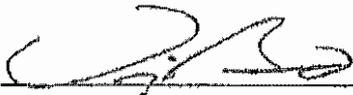
28.8. This Lease may be executed in one or more counterparts, and such counterparts as have been executed by both parties hereto shall each be deemed to be an original instrument. Landlord and Tenant agree to accept a digital image of this Lease, as fully executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Lease Date,

LANDLORD:

The City of Lansing
a Michigan municipal corporation

By: 

Name: Virgil Bernero

Its: Mayor, City of Lansing

Approved as to form:

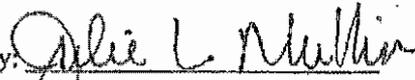
By: 

Name: Janene McIntyre

Its: Lansing City Attorney

TENANT:

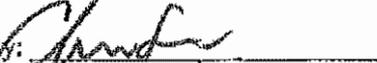
Mid-Michigan Sports Turf, LLC,
a Michigan limited liability company

By: 

Name:

Its:

Approved as to form:

By: 

Name: Chris Swopo

Its: Lansing City Clerk

21285744.1\068888-04090



CLEAN WATER ACTION

MICHIGAN

To: Governor Rick Snyder, Attorney General Bill Schuette, MDEQ Director Dan Wyant and Members of the Michigan Petroleum Pipeline Task Force

From: Clean Water Action

Subject: Request that the Pipeline Task Force recommend that Enbridge's Line 5 be permanently decommissioned for its threat to the economy and environment

Cause for Concern

Line 5, which carries nearly 23 million gallons of light crude oil and natural gas liquids through the Straits of Mackinac every day¹ has not been replaced since it was constructed over 6 decades ago. The location of the pipeline along the 10km Straits of Mackinac connects Lakes Michigan and Huron into a single hydraulic system where an oil spill would severely impact both lakes. According to Enbridge Energy's emergency response plans, it would take the company a minimum of 8 minutes to shut down the ruptured pipeline and isolate the flow of oil.² They estimate that given this "worst case" scenario, **1.5 million gallons of oil and gas would be released into the Great Lakes.** However, while it may take Enbridge 8 minutes to shut the pipeline down, it could take considerably longer for them to identify that a rupture occurred. During the 2010 Kalamazoo River spill which released over 1 million gallons of oil along 40 miles of the river watershed, **operators did not shut Line 6B down for 17 hours** and in fact increased the pressure in the pipeline resulting in more discharged oil as they mistakenly interpreted a warning signal.

Given this recent track record and that the U.S Pipeline and Hazardous Materials Safety Administration (PHMSA) has initiated **28 enforcement actions against Enbridge** over the past decade alone resulting in millions of dollars in fines, the chances of an oil spill greater than 1.5 million gallons is highly probable and would have significant economic, social and environmental impacts for the Great Lakes.³ Additional information obtained from PHMSA and a 2013 National Wildlife Federation dive along Line 5 highlighted some of the structural defects that had previously gone unnoticed:⁴

- Line 5 had at least 2,400 known defects as of 2011
- Less than 12 percent of the known defects have been inspected
- A "pinhole" leak was detected in the Upper Peninsula which released an undetermined amount of natural gas liquid that was vaporized into the atmosphere⁵

Unfortunately, PHMSA has been unwilling to provide details of where these defects are, claiming that transparency poses a threat to national security. This lack of transparency increases the economic and environmental harm as it is nearly impossible to predict where an oil spill will occur along Line 5.

The Importance of the Lakes

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- 1) Ellison, G. Michigan officials seek assurances from Enbridge on safety of Straits oil pipeline. Mlive.com. 2014. Available at http://www.mlive.com/news/index.ssf/2014/04/michigan_officials_seek_assura.html Accessed on May 12, 2015.
 - 2) Alexander, Jess, and Beth Wallace. "Sunken Hazard: Aging Oil Pipelines Beneath The Straits of Mackinac An Ever-Present Threat To The Great Lakes." *National Wildlife Federation* (2012): 2-5.
 - 3) Congressional Hearing on "Enbridge Pipeline Oil Spill in Marshall, Michigan". Committee on Transportation and Infrastructure, One Hundred Eleventh Congress, September 15, 2010 available at <http://www.gpo.gov/fdsys/pkg/CHRG-111hrg58236/pdf/CHRG-111hrg58236.pdf>
 - 4) Great Lakes Commission. [Issue Brief 3]. "Crude Oil Transport: Risks and Impacts." September 2014
 - 5) Office of Attorney General Bill Schuette. [Press Release]. "Wyant, Scheteet issue statement on Enbridge U.P. pipeline incident following Pipeline Task Force Meeting." December 2014.

The lakes and their connecting channels contain 20 percent of the world's supply of freshwater and 90 percent of the freshwater of the U.S. serving as a drinking water source for over 35 million people.⁶ The high quantity and quality of freshwater is responsible for:

- One out of every five jobs in Michigan
- \$1.2 billion in visitor spending in 2013⁷
- A total of \$18 billion in economic benefits
- 50 billion gallons of water delivered daily for industrial, agricultural and municipal use
- 525,000 jobs including agriculture, fisheries and shipping/transportation delivering⁸

According to the Michigan State University Extension, **“Tourism is one of Michigan's largest income industries based on the millions of travelers' dollars spent, generation of state and local taxes, and nearly 150,000 jobs it creates.”**⁹ If the 6 decade old Line 5 pipeline were to rupture, the time it would take for environmental and economic recovery would place many people's' livelihoods at risk. Furthermore, the true time to complete social recovery is highly unknown due to the hydrological uncertainties of the Straits of Mackinac as described by research scientist David Schwab in a 2014 University of Michigan study; **“if you were to pick the worst possible place for an oil spill in the Great Lakes, [the Straits of Mackinac] would be it.”**¹⁰

Unique Attributes of the Straits of Mackinac Add Substantial Risk

The flow of water through the Straits play an important role in water quality, contaminant transport, navigation, and ecological process which are imperative in maintaining the biodiversity and ecosystem functionality of the Lakes. **The oscillating currents in the Straits will have a strong influence on the transport of oil released in the event of a spill**, moving eastward into Lake Huron or westward into Lake Michigan depending the vertically bi-directional flow in the Straits during summer and fall.¹¹ Special characteristics of the Straits which would make containing an oil spill highly problematic include:

- Currents in the Straits can be as strong as currents in the Detroit river (1 m/sec)
- Currents tend to reverse direction between eastward and westward every few days
- At its peak, the rate of water which flows through the Straits (80,000 m³/sec) is 10 times greater than the flow of the Niagara River.¹²
- The Straits freeze during winter which would trap the oil below the ice

Twenty days after an initial rupture from Line 5, oil could spread as far southeast as Roger's City in Lake Huron and as far west as Beaver Island in Lake Michigan.¹³ “An oil spill in the Straits of Mackinac would have devastating consequences for people, fish and wildlife, and the economy.

Public Trust Issue:

Line 5 was built in 1953, **prior to the adoption of the Great Lakes Submerged Lands Act**. Subsequently, the pipelines' owner, Enbridge, has never had to go through the Great Lakes Bottomlands Permitting process, required by the Act, to determine the risks of Line 5 to the public trust. If Enbridge sought to construct Line 5 today it would have to go through the permitting process to ensure that the pipeline would

6) University of Wisconsin, Sea Grant Institute. “Great Lakes and Wisconsin Water Facts

7) Pure Michigan. “Great Lakes.” Available at <http://www.michigan.org/news/great-lakes> Accessed May 12, 2015.

8) NOAA. “About Our Great Lakes: Great Lakes Basin Facts.”

9) Michigan State University, Extension. “Tourism.” Available at <http://bookstore.msue.msu.edu/topic/info/tourism> Accessed May 12, 2015.

10) Anderson, Eric J., and David J. Schwab. “Predicting the oscillating bi-directional exchange flow in the Straits of Mackinac.” *Journal of Great Lakes Research* 39.4 (2013): 663-671.

11) Anderson, Eric J., and David J. Schwab. “Predicting the oscillating bi-directional exchange flow in the Straits of Mackinac.” *Journal of Great Lakes Research* 39.4 (2013): 663-671.

12) Schwab, David. “Research report for the National Wildlife federation great lakes regional center”. University of Michigan Water Center. 2014.

13) Schwab, David. “Research report for the National Wildlife federation great lakes regional center”. University of Michigan Water Center. 2014.

not pose a threat to the surrounding water bodies or to the public's use of the water such as fishing and other recreational activities. To date, **Enbridge has not been required to ensure that Line 5 would not pose a threat for its occupation** along the Great Lakes bottomlands.

Enbridge is putting the integrity of the Great Lakes in danger for its own benefit. Any sort of leakage from Line 5 could spew toxins into the Great Lakes, the largest cluster of freshwater lakes in the world. The Great Lakes region is

- Home to 10 percent of the U.S. population and 30 percent of Canada's population
- Provides habitat for various species of flora and fauna, several of which are endangered or threatened.

When Line 5 was constructed, the state retained the right to terminate the easement and order the pipeline removed if Enbridge failed to meet all stated conditions. In 2014, Enbridge admitted to violating the easement by not installing the required anchoring structures every 75 feet. These structures are very necessary in the event of a strong storm which have been occurring with increased frequency over the last several years and due to the turbulent hydrological conditions in the Straits of Mackinac. **Line 5 poses a significant threat to the continued survival of the Great Lakes and must be met with an appropriate response, which warrants decommission.**

Municipalities that have passed resolutions to shut down Line 5

Cities & Villages

Alpena (City of), MI
Ann Arbor (City of), MI
Boyer City (City of), MI
Charlevoix (City of), MI
Cheboygan (City of), MI
Detroit (City of), MI
East Jordan (City of), MI
Empire (Village of), MI
Frankfort (City of), MI
Mackinaw City (Village of), MI
Mackinac Island (City of), MI
Northport (Village of), MI
Petoskey (City of), MI
Rogers City (City of), MI
Sault Ste. Marie (City of), MI
Tawas City (City of), MI
Traverse City (City of), MI
Warren (City of), MI

Counties

Alcona County, MI
Alger County, MI
Alpena County, MI
Antrim County, MI
Cheboygan County, MI
Chippewa County, MI
Emmet County, MI
Genesee County, MI
Grand Traverse County, MI
Ingham County, MI
Iosco County, MI
Macomb County, MI
Presque Isle County, MI
Wayne County, MI

Townships

Alpena Township, MI
Beaugrand Township, MI
Benton Township, MI
Blaine Township, MI
Bois Blanc Island Township, MI
Burt Township, MI
Centerville Township, MI
Charlevoix Township, MI
Clark Township, MI
Empire Township, MI
Grant Township, MI
Hayes Township, MI
Inverness Township, MI
Krakow Township, MI
Leelanau Township, MI
Mentor Township, MI
Moran Township, MI
Munising Township, MI
Presque Isle Township, MI
Suttons Bay Township, MI
Tuscarora Township, MI
Waterford Township, MI
West Bloomfield Township, MI

WHEREAS, Line 5 is a set of twin, 62-year-old pipelines owned by Enbridge that carry light crude oil and natural gas under the Straits of Mackinac; and

WHEREAS, the currents in the Straits of Mackinac at peak volumetric transport can be more than 10 times greater than the flow of Niagara Falls and switch bi-directionally from east to west every few days, and according to a 2014 University of Michigan study are the “worst possible place” for an oil spill in the Great Lakes; and

WHEREAS, the Great Lakes contain 20 percent of the world’s fresh, available, surface water and are a drinking water source for over 35 million people; and

WHEREAS, one out of every five jobs in Michigan is linked to the high quality and quantity of fresh water in the Great Lakes; and

WHEREAS, tourism is one of Michigan’s largest income industries bringing in billions of travelers dollars spent each year; and

WHEREAS, agriculture, fisheries, shipping and industry depend on the health of the Great Lakes; and

WHEREAS, in 2009 the Great Lakes were linked to over 1.5 million jobs, with Michigan accounting for 35 percent of those jobs; and

WHEREAS, Enbridge has a shaky track record that includes 1,244 reportable spills, leaks and releases from 1996 to 2013; and

WHEREAS, Enbridge was in violation for their spacing requirements of its 1953 easement for Line 5 in 2014 and were responsible for a pinhole leak in a section of the pipeline north of the Straits in December 2014; and

WHEREAS, Enbridge was responsible for one of the worst and most expensive oils spills in U.S. history when Line 6b ruptured near Kalamazoo in 2010 allowing almost 1 million gallons of tar sands oil to leak for 17 hours before shutting down the line; and

WHEREAS, corrosion is the number one reason that pipelines fail; and

WHEREAS, Line 5 was built before the Great Lakes Submerged Lands Act was adopted so it didn’t have to obtain a permit and ensure that the pipeline wouldn’t pose a threat to the waters or the public’s use of the waters; and

WHEREAS, Michigan’s Attorney General Bill Schuette has stated (in regards to Line 5) that the “pipeline wouldn’t be built today” and that “the pipeline’s days are numbered”; and

WHEREAS, the Coast Guard Commandant testified before congress in 2015 that the Coast Guard would be unable to respond effectively to an open water oil spill in the heart of the Great Lakes; and

WHEREAS, there is no plan for how to recover oil if there was a leak during the winter when the lakes are covered with ice; and

WHEREAS, as Michiganders we have a responsibility to be wise stewards of the waters of our state for generations to come; and

WHEREAS, protection of Michigan's water supplies and resources is better accomplished by prevention of contamination and environmental degradation, rather than attempting to clean up contamination and restore degraded environments after the fact;

NOW, THEREFORE, BE IT RESOLVED, that on the 8th day of August, 2016, the City of Lansing supports stopping the transportation of oil under the Great Lakes; and

BE IT FURTHER RESOLVED, that the City of Lansing supports shutting down Line 5 and the flow of oil under the Great Lakes, and

BE IT FURTHER RESOLVED, that the City of Lansing supports H.R. 182 and C.R. 15 introduced by State Representatives Sarah Roberts and Jeff Irwin calling on Governor Rick Snyder and Attorney General Bill Schuette to shut down Line 5, and

AND BE IT FURTHER RESOLVED that the City of Lansing will send a letter to Governor Rick Snyder, Attorney General Bill Schuette, our State Representatives, State Senators and U.S. Senators calling on them to take swift action to shut down Line 5.

PASSED, APPROVED, AND EFFECTIVE on this ____ day of ____, 2016.

ATTEST:

Mayor

Council President

PLEASE SEND A COPY OF THIS SIGNED RESOLUTION TO:

1. [Governor Rick Snyder]
2. [Attorney General Bill Schuette]
3. [town's state representatives]
4. [town's state senators]
5. [US Senators]
6. [Clean Water Action]

**As Adopted in 2015, under Resolution 2015-264 10/1/2015
1st Draft Working Copy for the FY2017/2018 Budget
Must be adopted by 10/1/2016 (Council Meeting 9/26/2016)**

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

WHEREAS, the Charter of the City of Lansing requires the Council to adopt an annual statement of Budget Policies and Priorities serving to guide the Administration in developing and presenting the Fiscal Year 2017-2018 budget; and

WHEREAS, the City Council, with joint efforts from the Administration and the Financial Health Team, established the following Mission/Vision and goals; and

The City of Lansing's mission is to ensure quality of life by:

- I. Promoting a vibrant, safe, healthy and inclusive community that provides opportunity for personal and economic growth for residents, businesses and visitors
 - a. The City's diverse economy generates and retains (sustains) high quality stable jobs that strengthen the sales and property tax base and contribute to an exceptional quality of life.
 - b. The City is governed in a transparent, efficient, accountable and responsive manner on behalf of all citizens.
 - c. The City's neighborhoods have various resources that allow them to be on a long term viable and appealing basis.
 - d. Support economic development initiatives that promote and retain new industries and markets.

- II. Securing short and long term financial stability through prudent management of city resources.
 - a. Wise stewardship of financial resources results in the City's ability to meet and exceed service demands and obligations without compromising the ability of future generations to do the same.
 - b. Pursue and facilitate shared services regionally that allow for cost savings and revenue enhancement.
 - c. Support initiatives that build the City's property and income tax base.

- III. Providing reliable, efficient and quality services that are responsive to the needs of residents and businesses.
 - a. The City's core services and infrastructure are efficiently, effectively and strategically delivered to enable economic development and to maintain citizen's health, safety and general welfare.

IV. Adopting sustainable practices that protect and enhance our cultural, natural and historical resources.

- a. Seek partnership opportunities with educational and corporate institutions and to maintain and expand our talent base.
- b. Create vibrant places, support events and activities that showcase our waterfront and green spaces.
- c. Raise the level of support for projects and initiatives that showcase local and state history.

V. Facilitating regional collaboration and connecting communities.

- a. The City has a safe efficient and well connected multimodal transportation system that contributes to a high quality of life and is sensitive to surrounding uses.
- b. Seek a balanced distribution of affordable housing in the tri-county region.

WHEREAS, the City Council would like to continue its commitment, if funding is available, to:

- Maintain and improve the City's infrastructure;
- Preserve and ensure clean, safe, well-maintained housing and neighborhoods;
- Provide comprehensive and affordable recreational programs and youth and family services;
- Explore alternatives for improved efficiency in service and delivery; and

WHEREAS, in considering these Fiscal Year 2017-2018 Budget priorities, the Administration is encouraged to ascertain the feasibility of funding any new programs through either the reduction of spending in existing program areas or the exploration of new funding sources that would assure the sustainability of the program; and

WHEREAS, the Administration is encouraged to supplement, not supplant any existing resources for police, fire and local roads with the General Fund revenues collected under this millage; and

WHEREAS, the Administration was requested to include in its Fiscal Year 2016-2017 Budget, the necessary funding to accomplish all requested plans, studies, evaluations, reviews, report submissions, program assessments, and analyses noted within this resolution below, or alternatively documentation as to why such activities are prohibitively costly; and

WHEREAS, the Lansing City Charter states that the budget proposal due on the fourth Monday in March of each year shall contain "the necessary information for understanding the budget" and how the proposal addresses the priorities proposed by the City Council.

NOW BE IT RESOLVED, that the Lansing City Council, hereby, acknowledges that the City will likely need to adopt, at best, a budget which recognizes the structural changes that are the result of lost revenues and future liabilities, encourages the Administration to prudently develop next year's budget with the following conditions:

- Protection of public and emergency services.

BE IT FURTHER RESOLVED, that the Administration review the attached statement of policies and priorities and implement those items that would boost efficiencies to increase productivity or reduce costs, that could replace existing programming, or if funding becomes available, that could be considered as new programming; and

BE IT FURTHER RESOLVED, that the Administration is requested to the extent practicable to include non-appropriations clauses and other similar out provisions in existing and future leases, and vendor contracts upon review of City Council; and

NOW THEREFORE BE IT FURTHER RESOLVED that the Administration provide all requested plans, studies, evaluations, reviews, report submissions, program assessments, and analyses noted within this resolution below, or alternatively documentation as to why such activities were prohibitively costly, by the fourth Monday in March 2017.

- I. Promoting a vibrant, safe, healthy and inclusive community that provides opportunity for personal and economic growth for residents, businesses and visitors.
 - a) The City's diverse economy generates and retains (sustains) high quality stable jobs that strengthen the sales and property tax base and contribute to an exceptional quality of life
 - (1) Economic Development The Administration should require a beautification standard/expectation and a storm water mitigation plan for all proposed development projects that receive incentives from the City. Such standards should serve as a planning and economic development tool that will enhance property values, create jobs, and revitalize neighborhoods and business areas. These standards and plan should be presented to the City Council.
 - b) The City is governed in a transparent efficient accountable and responsive manner on behalf of all citizens.
 - (1) Administration is to present to City Council a delineation of recommendations of the Financial Health Team, noting which recommendations have been implemented, which are in the FY 2017/2018 proposed Budget, which are planned to be implemented

at a future time, and which have been determined not to be implemented at any time. A timetable for future implementation is requested.

- (2) Administration is to present to Council a Supplemental Accounting Level Detail. Administration is to develop a plan and timeline for the implementation of performance based budgeting.
 - (3) Develop and analyze a cost recovery schedule for City services.
 - (4) Develop a return on investment analysis for all proposed changes in City services.
 - (5) Identify and provide a complete and ongoing analysis of the City's structural deficits and the Administration's plan to eliminate the same.
 - (6) Incorporate into the proposed Budget a 5-Year projection of revenues and expenditures.
- c) The City's neighborhoods have various resources that allow them to be long term viable and appealing.
- (1) Administration research and issue a report on surrounding community models for neighborhood organization technical support structure within the City.
 - (2) Expedite Improving Abandoned Residential and Commercial Buildings: The City Attorney and the Planning and Neighborhood Development Department should continue expediting the forced improvements or closure of abandoned, neglected, and burned out houses and commercial buildings, and use the International Property Maintenance Code (IPMC).
 - (3) Grocery Stores: The Administration and the City of Lansing Economic Development Corporation should pursue grocery stores in the urban core using all State and Federal incentives, such as Public Act 231 of 2008 (Tax Incentive for the establishment of retail groceries promoting healthy foods), the Federal Community and Economic Development Healthy Food Financing Initiative and the issuance of a national request for proposals, to be shared with the Lansing City Council, to encourage the location of urban grocery stores.

(4) Code Compliance: The Administration shall ensure the Code Compliance Department is conducting the appropriate inspections and issuing appropriate fines to ensure the buildings in our City are safe and that we have quality neighborhoods. The Administration is to conduct a study of the Code Compliance needs for the City and report back to the City Council on the findings of the study.

d) Support economic development initiatives that promote and retain new industries and markets.

II. Securing short and long term financial stability through prudent management of City resources.

a) Wise stewardship of financial resources results in the City's ability to meet and exceed service demands and obligations without compromising the ability of future generations to do the same.

(1) Administration is requested to submit the following list of deliverables when they are due per City Charter and State Statute and adhere to them based on these priorities.

(a) Comprehensive Annual Financial Audit (CAFR)- annually, no later than December 31st of each year, in accordance with the State Statute.

(b) During the months of October, January and April of each fiscal year, the Director of Finance shall provide a written report showing the control of expenditures. (Charter- Article 7-110)

(c) By September 1st of each fiscal year, the Administration shall provide a written budget update report so that Council can review their standings on current budget items in preparation for the Council required creation of Budget Policies and Priorities that need to be adopted by October 1, 2016. (Charter- Article 7-102)

(d) No later than the last regular City Council meeting in January of each year, the Mayor shall present a state of the City report to the City Council and to the public. (Charter- Article 4 -102.4)

(e) The Mayor shall submit the Proposed Budget with annual estimate of all revenues and annual appropriation of expenditures no later than the 4th Monday in March of each year. (Charter – Article 7-101)

- (f) Administration shall present to Council each department budget in preparation for Council to adopt the Budget Resolution no later than the 3rd Monday in May each year.
- b) Pursue and facilitate shared services regionally that allow for cost savings and revenue enhancement.
 - (1) Administration pursue partnerships with stakeholders, (intra municipal and intergovernmental), to align services in relation to public services.
 - (2) Facilities Plan: The Administration is requested to submit to the City Council a five and ten year Master Facilities Plan including school and county facilities that are used for current and future City uses. City Council is also requesting that the Administration continue to work on any delayed maintenance issues with regard to all City Facilities.
- c) Support initiatives that build City's property and income tax base

III. Providing reliable, efficient and quality services that are responsive to the needs of residents and businesses.

- a) The City's core services and infrastructure are efficiently, effectively and strategically delivered to enable economic development and to maintain citizen's health, safety and general welfare.
 - (1) Establish and report to the Lansing City Council uniform procedures for staff and contractors pertaining to code compliance remediation and reporting.
 - (2) City-wide Emergency Preparedness: The Administration should allocate sufficient funding for the Emergency Management Division to prepare City Employees with appropriate emergency training, continue efforts to prepare the public and neighborhood groups to assist in emergencies, and provide basic search and rescue operations and necessary emergency equipment at key City facilities, and communicate the plan to the Lansing City Council and the public. Updated and continual training should be provided. The Administration shall assist residents in times of unforeseen disasters.
 - (3) Fire Facilities Maintenance: The Administration is to conduct a study of the maintenance needs of all fire stations and report to City

Council an update of the status of the study by the 4th Monday of March.

- (4) Regionalism: The Administration should continue with the current regional efforts, and look into the possibility of expanding the efforts.
- (5) Police-Community Relations: The Police Department should continue to ensure and work on improving police-community relations. Reaffirm the City's commitment to equality and freedom for all people regardless of actual or perceived race, sex, religion, ancestry, national origin, color, age, height, weight, student status, marital status, familiar status, housing status, military discharge status, sexual orientation, gender identification or express, mental or physical limitation, and legal source of income.
- (6) Crime Prevention: The Administration is requested and encouraged to invest in programs for long-term crime prevention strategies.
- (7) Allocate Overtime for Zero Tolerance Areas: The Administration should earmark sufficient overtime funds for patrol officers to address problem solving to help curtail crime in zero tolerance areas.
- (8) Community Policing: Continue to develop programming and search for grant funds to increase COPs in neighborhoods with a goal not only to reduce crime but to stabilize the neighborhood over an extended period of time that will help to ensure its ability to rebound.
- (9) Leadership vacancies: Develop and implement a plan and timeline to fill all funded vacancies and provide a report to City Council.

IV. Adopting sustainable practices that protect and enhance our cultural, natural and historical resources.

- a) Seek partnership opportunities with educational and corporate institutions and to maintain and expand our talent base.
- b) Create vibrant places, support events and activities that showcase our waterfront and green spaces.

- (1) Trail/Greenways The Administration should encourage the Parks and Recreation Department to work collaboratively with the Tri-County Planning Commission to develop/expand our citywide/regional trail system and seek opportunities to reduce expenses in this effort. Additionally, look at the feasibility of

connecting the River Trail (through bike lanes/Greenways to Trails) where there is currently no access to the trail.

- c) Raise the level of support for projects and initiatives that showcase local and state history.

V. Facilitating regional collaboration and connecting communities

- a) The City has a safe efficient and well connected multimodal transportation system that contributes to a high quality of life and is sensitive to surrounding uses.

- (1) Corridor: City Council encourages the Administration continue to develop a plan and report its status to the Lansing City Council that seeks to revitalize and enhance all major corridors that lead into the City.

- b) Seek a balanced distribution of affordable housing in the tri-county region.
- c) Administration shall encourage the Lansing School District Board to re-enact a functional Intergovernmental Relations Committee that is comparative to our Intergovernmental Relations Committee.

FOIA #	Date Received	Medium Received	Search Term Description	Dept.	Status	Type of Response	Charge	Date Paid
17-001	7/1/2016	Mail	Permits	BS	Awaiting Payment	Grant	\$28.89	
17-010	7/12/2016	Email	Property Records	BS, Treasury, Fire, PND	Awaiting Payment		\$163.71	
17-018	7/29/2016	Email	Construction Records	BS	Awaiting Payment		\$86.67	
17-022	8/2/2016	Email	Permits and Property Records	Building Safety	Awaiting Payment		\$28.89	
17-002	7/5/2016	Cert Mail	Docs re: Hiring Process	HR	Closed	Grant Dent (Redactions)	N/A	N/A
17-009	7/14/2016	Email	Hearing Transcripts	City Council	Closed	Grant	N/A	N/A
17-011	*Error* Duplicate Numbering				Closed			
17-012	7/19/2016	Email	Lead & Asbestos	BS	Closed	Deny (City does not keep these records)	N/A	N/A
17-014	7/19/2016	Email	Personal Income Tax File	Treasury	Closed	Grant	N/A	N/A
17-015	7/19/2016	Email	Incident Report (Media)	LPD	Closed	Grant	N/A	N/A
17-016	7/14/2016	Email	Property Records	BS	Closed	Grant Deny (Redactions)	N/A	N/A
17-017	7/12/2016	Email	Contract	Purchasing, GS, Recycling	Closed	Grant	N/A	N/A
17-019	7/29/2016	Email	Alternative Portfolios	Retirement	Closed	Grant	N/A	N/A
17-020	8/4/2016	USPS	Committee Meeting Minutes	City Council	Closed	Grant - Responsive Docs Online	N/A	N/A

17-021	8/5/2016	Email	Statements of Financial Interests & Affidavits of Disclosure	Clerk	Closed	Grant Deny (Redactions)	N/A	N/A
17-024	8/8/2016	USPS	Lansing Employees' Retirement System	Retirement	Closed	Grant	N/A	N/A
17-004	7/7/2016	Email	Fire Dept. Records	Fire	Pending			
17-013	7/19/2016	Email	Contractors	BS	Pending			
17-023	8/3/2016	(MAD)	Environmental Contamination	BS, Council, OCA	Pending			
17-025	8/11/2016	USPS	LFD Files	Fire	Pending			
17-026	8/15/2016	Email	Blueprints (Review)	BS	Pending			
17-003	7/6/2016	Email	Copy Rental and Lease Documents	Finance/ Purchasing	Pending - Responsive Documents Under Review			
17-005	7/15/2016	Email	Fire Investigation Report	Fire	Pending - Responsive Documents Under Review			
17-006	7/8/2016	Email	Emails	Mayor	Pending - Responsive Documents Under Review			
17-007	7/8/2016	Email	Personnel File	HR	Pending - Responsive Documents Under Review			
17-008	7/11/2016	Email	Plumbing Inspection	BS	Pending - Responsive Documents Under Review			