

**REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF LANSING, MICHIGAN
CITY COUNCIL CHAMBERS, 10TH FLOOR
LANSING CITY HALL
124 W. MICHIGAN AVENUE**



AGENDA FOR NOVEMBER 14, 2016

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

The following items were listed on the agenda in the City Clerk's Office in accordance with Section 3-103(2) of the City Charter and will be ready for your consideration at the regular meeting of the City Council on Monday, November 14, 2016 at 7:00 p.m. at the Council Chambers, 10th Floor, City Hall.

I. ROLL CALL

II. MEDITATION AND PLEDGE OF ALLEGIANCE

III. READING AND APPROVAL OF PRINTED COUNCIL PROCEEDINGS

Approval of the Printed Council Proceedings of September 26, 2016

IV. CONSIDERATION OF LATE ITEMS (Suspension of Council Rule #9 is needed to allow consideration of late items. Late items will be considered as part of the regular portion of the meeting to which they relate.)

V. TABLED ITEMS

VI. SPECIAL CEREMONIES

1. Tribute; in recognition of retired Fire Commissioner Robert Brown, Jr.

VII. COMMENTS BY COUNCIL MEMBERS AND CITY CLERK

VIII. COMMUNITY EVENT ANNOUNCEMENTS (Time, place, purpose, or definition of event – 1 minute limit)

IX. SPEAKER REGISTRATION FOR PUBLIC COMMENT ON LEGISLATIVE MATTERS

X. MAYOR'S COMMENTS

XI. SHOW CAUSE HEARINGS

1. In consideration of the issuance of orders for Make Safe or Demolish; 1517 Pattengill
2. In consideration of the issuance of orders for Make Safe or Demolish; 2915 Turner Street

XII. PUBLIC COMMENT ON LEGISLATIVE MATTERS (Legislative matters consist of the following items on the agenda: public hearings, resolutions, ordinances for introduction, and ordinances for passage. The public may comment for up to three minutes. Speakers must sign up on white form.)

A. SCHEDULED PUBLIC HEARINGS

1. In consideration of a Noise Waiver for the Frances Park Pump Station
2. In consideration of a Lease Agreement; City of Lansing & Zip the Grand, Inc.
3. In consideration of an Obsolete Property Rehabilitation Act (OPRA) District; 1141 South Washington Avenue & 1149 South Washington Avenue; L & P Properties, Inc.
4. In consideration of an Obsolete Property Rehabilitation Act (OPRA) Certificate; 1141 South Washington Avenue; L & P Properties, Inc.
5. In consideration of an Obsolete Property Rehabilitation Act (OPRA) Certificate; 1149 South Washington Avenue; L & P Properties, Inc.
6. In consideration of an Obsolete Property Rehabilitation Act (OPRA) District; 221 West Saginaw Street; Motion Properties
7. In consideration of an Obsolete Property Rehabilitation Act (OPRA) Certificate; 221 West Saginaw Street; Motion Properties
8. In consideration of an Operating Agreement between the City of Lansing and the Lansing Entertainment and Public Facilities Authority

XIII. COUNCIL CONSIDERATION OF LEGISLATIVE MATTERS

A. REFERRAL OF PUBLIC HEARINGS

B. CONSENT AGENDA

1. BY COUNCIL MEMBERS BROWN CLARKE, HUSSAIN, DUNBAR, HOUGHTON, SPITZLEY, WASHINGTON, WOOD, AND YORKO
 - a. Tribute; in recognition of retired Fire Commissioner Robert Brown, Jr.
 - b. Tribute; in recognition of Reverend Donnie Caddell
 - c. Tribute; in recognition of Fearless Faith Church Ministries 13th Anniversary

- d. Tribute; in memory of Earl Nelson
- 2. BY COUNCIL PRESIDENT BROWN CLARKE
 - a. Extension of the Ad Hoc Committee on Diversity and Inclusion
- 3 BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
 - a. Setting a Public Hearing in consideration of an OPRA District; 204 E. Grand River Avenue; Looney Moon LLC
 - b. Setting a Public Hearing in consideration of an OPRA Certificate; 204 E. Grand River Avenue; Looney Moon LLC
- 4. BY THE COMMITTEE ON GENERAL SERVICES
 - a. Fireworks Display License; Downtown Lansing, Inc./Night Magic Displays for Silver Bells in the City to be held on November 18, 2016
- 5. BY COMMITTEE OF THE WHOLE
 - a. Ratification of Teamsters Local 243 CTP 2016-2019 Collective Bargaining Agreement
 - b. Ratification of Teamsters Local 243 Supervisory 2016-2019 Collective Bargaining Agreement

C. RESOLUTIONS FOR ACTION

- 1. BY THE COMMITTEE ON WAYS AND MEANS
 - a. Grant Appropriation; FY 2017 Sobriety Court Grant
 - b. Grant Appropriation; FY 2017 VOCA/CARE Grant

D. REPORTS FROM COUNCIL COMMITTEES

E. ORDINANCES FOR INTRODUCTION and Setting of Public Hearings

- 1. BY COUNCIL MEMBER DUNBAR
 - a. Urban Agriculture
- 2 BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
 - a. Z-7-2016; Rezoning from “F” & “DM-2” to “E-1” ; Dunkel & Collins Road
- 3. BY THE AD HOC COMMITTEE ON RENTAL AND LAND CONTRACT HOUSING CONDITIONS
 - a. Amendment to Section 1460.44 (e) Rental Registry

F. ORDINANCES FOR PASSAGE

1. BY THE COMMITTEE ON DEVELOPMENT AND PLANNING

- a. Transparency in the Bidding and Opening of Bids for Projects that Receive Certain Economic Incentives Approved by the Lansing City Council

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

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

A. REPORTS FROM CITY OFFICERS, BOARDS, AND COMMISSIONS

1. Letter(s) from the City Clerk re:

- a. Minutes of Boards, Commissions, and Authorities placed on file in the Clerk's Office
- b. FY 2017 First Quarter General Fund Status Report

2. Letter(s) from the Mayor re:

- a. Brownfield Redevelopment Plan #66; Fluid Chiller Expansion
- b. Z-8-2016; Rezoning 3001 S. Washington Avenue; "D-1" Professional Office and "J" Parking Districts to "F" Commercial District
- c. Rejection of Unsold Tax Reverted Properties from the Ingham County Treasurer to the City of Lansing
- d. Rejection of Unsold Tax Reverted Property from the Eaton County Treasurer to the City of Lansing
- e. Special Assessment Claim; Jessica Sietsema for property located at 731 W. Genesee St.
- f. Special Assessment Claim; David Holcomb for property located at 3228 REO Rd.
- g. Special Assessment Claim; Dan Wallace for property located at 3101 W. Jolly Rd.
- h. Teamsters Local 243 CTP 2016-2019 Collective Bargaining Agreement
- j. Teamsters Local 243 Supervisory 2016-2019 Collective Bargaining Agreement

k. Home Occupations Ordinance

B. COMMUNICATIONS AND PETITIONS, AND OTHER CITY RELATED MATTERS

1. Claim Appeal (#1287); trash removal fee for property located at 525 N. Hayford
2. List of All Unsold Tax Reverted Properties from the Ingham County Treasurer to the City of Lansing
3. Notice of Unsold Tax Reverted Property from the Eaton County Treasurer to the City of Lansing

XVI. MOTION OF EXCUSED ABSENCE

XVII. REMARKS BY COUNCIL MEMBERS

XVIII. REMARKS BY THE MAYOR OR EXECUTIVE ASSISTANT

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

XX. ADJOURNMENT



CHRIS SWOPE, CITY CLERK

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



LANSING FIRE DEPARTMENT FIRE MARSHAL'S OFFICE

316 N. Capitol Avenue, Suite C-1 • Lansing, MI 48933-1238
(517) 483-4361 • FAX: (517) 377-0169

CODE COMPLIANCE SECTION

Virg Bernero, Mayor

October 25, 2016

Certified Number: 7013 2250 0001 2798 6003

Ronald M. Hicks
8591 Woodbury Road
Laingsburg, MI 48848-8726

Dear Mr. Hicks

RE: DANGEROUS BUILDING AT 1517 Pattengill Avenue SHOW CAUSE HEARING

TAKE NOTICE: In accordance with the provisions of City of Lansing Housing & Premises Code Section 1460.11 and MCL 125.538 et. seq., a Show Cause Hearing concerning the building and/or any accessory structure(s) located at 1517 Pattengill Avenue, Lansing, Michigan, is scheduled before the City Council of the City of Lansing.

HEARING TIME: November 14th @ 7:00 p.m.
HEARING PLACE: Council Chambers 10th Floor City Hall
124 W. Michigan Lansing, Michigan 48933

The Demolition Board has determined that the subject building, and/or any accessory structure, is "Dangerous" as defined in the aforesaid laws. THE PURPOSE OF THE HEARING is to give interested parties an opportunity to take exception to the determination made by the Demolition Board and to otherwise give testimony and SHOW CAUSE WHY THE SUBJECT BUILDING(S) SHOULD NOT BE ORDERED TO BE DEMOLISHED by the City Council.

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

Sincerely,

Scott Sanford
Lead Housing Inspector

SS/lmp

DRAFT

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

WHEREAS, the Code Enforcement Lead Housing Inspector has determined that the building located at 1517 Pattengill, Parcel # 33-01-01-20-407-041 legally described as: Lot 50 McPherson Inverness Sub, is an unsafe or dangerous building as defined in Section 108.1.1 of the Lansing Housing and Premises Code and the Housing Law of Michigan; and

WHEREAS, The Code Enforcement Office red tagged the said structure on May 2, 2014, and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, on July 23, 2016, the Lansing Demolition Board held a meeting to consider and make a recommendation on whether to declare the structure a dangerous building, as defined in the Housing Law of Michigan (MCLA 125.539) and the Lansing Housing and Premises Code (1460.09), and on whether to order the property owner to make safe or demolish the structure; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, schedules a show cause hearing for Monday, October 24, 2016 at 7:00 p.m. in the Lansing City Council Chambers, 10th Floor City Hall, 124 W. Michigan, Lansing, Michigan in consideration of the finding and order of the Lansing Demolition Hearing Board Officer regarding the structure at 1517 Pattengill to give the owner, or the owner's agent, the opportunity to appear and show cause why the building should not be demolished or otherwise made safe; and to approve, disapprove, or modify the order of the hearing officer to demolish or make safe the subject structure.

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



LANSING FIRE DEPARTMENT FIRE MARSHAL'S OFFICE

316 N. Capitol Avenue, Suite C-1 • Lansing, MI 48933-1238
(517) 483-4361 • FAX: (517) 377-0169

CODE COMPLIANCE SECTION

Virg Bernero, Mayor

October 25, 2016

Certified Number: 7013 2250 0001 2798 5990

Drew Seward
8951 Braden Road
Haslett, MI 48840

Dear Mr. Seward

RE: DANGEROUS BUILDING AT 2915 Turner Street SHOW CAUSE HEARING

TAKE NOTICE: In accordance with the provisions of City of Lansing Housing & Premises Code Section 1460.11 and MCL 125.538 et. seq., a Show Cause Hearing concerning the building and/or any accessory structure(s) located at 2915 Turner Street., Lansing, Michigan, is scheduled before the City Council of the City of Lansing.

HEARING TIME: November 14th @ 7:00 p.m.
HEARING PLACE: Council Chambers 10th Floor City Hall
124 W. Michigan Lansing, Michigan 48933

The Demolition Board has determined that the subject building, and/or any accessory structure, is "Dangerous" as defined in the aforesaid laws. THE PURPOSE OF THE HEARING is to give interested parties an opportunity to take exception to the determination made by the Demolition Board and to otherwise give testimony and SHOW CAUSE WHY THE SUBJECT BUILDING(S) SHOULD NOT BE ORDERED TO BE DEMOLISHED by the City Council.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Sanford".

Scott Sanford
Lead Housing Inspector

SS/Imp

DRAFT

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

WHEREAS, the Code Enforcement Lead Housing Inspector has determined that the building located at 2915 Turner, Parcel # 33-01-01-04-155-231 legally described as: Lot 37 EXC S 11 FT Mayfield Farm's Sub an unsafe or dangerous building as defined in Section 108.1.1 of the Lansing Housing and Premises Code and the Housing Law of Michigan; and

WHEREAS, The Code Enforcement Office red tagged the said structure on May 20, 2016, and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, on June 23, 2016, the Lansing Demolition Board held a meeting to consider and make a recommendation on whether to declare the structure a dangerous building, as defined in the Housing Law of Michigan (MCLA 125.539) and the Lansing Housing and Premises Code (1460.09), and on whether to order the property owner to make safe or demolish the structure; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, schedules a show cause hearing for Monday, October 24, 2016 at 7:00 p.m. in the Lansing City Council Chambers, 10th Floor City Hall, 124 W. Michigan, Lansing, Michigan in consideration of the finding and order of the Lansing Demolition Hearing Board Officer regarding the structure at 2915 Turner to give the owner, or the owner's agent, the opportunity to appear and show cause why the building should not be demolished or otherwise made safe; and to approve, disapprove, or modify the order of the hearing officer to demolish or make safe the subject structure.

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

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CITY OF LANSING
NOTICE OF PUBLIC HEARING
WAIVER OF THE NOISE ORDINANCE

Frances Park Pump Station Improvements Project

The Lansing City Council will hold a public hearing on Monday, November 14, 2016 at 7 p.m. in the City Council Chambers, Tenth Floor, Lansing City Hall, 124 W. Michigan Ave., Lansing, Michigan for the purpose stated below:

To afford an opportunity for all residents of the City of Lansing to appear and be heard with regard to a request for a waiver of the Noise Ordinance in accordance with the provisions of Chapter 654 of the Code of Ordinances, filed by Sorenson Gross Company be permitted to work on weekdays from 8:00 PM to 7:00 AM and twenty-four (24) hours a day on Saturdays and Sundays during the period December 5, 2016, through March 3, 2017.

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

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

BY THE COMMITTEE ON GENERAL SERVICES
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City of Lansing Department of Public Service will be constructing the Frances Park Pump Station Improvements Project with a work and staging area in the southwest corner of Frances Park in the vicinity of the existing facility located at 3201 Moores River Drive; and

WHEREAS, the work to replace the facility's existing sewage pumps will result in the need for the construction contractor to operate a bypass pumping system as a back-up system for handling excess sewage flows generated during wet weather; and

WHEREAS, the bypass pumping system must be set up exterior to the existing building structure, which, based on the intermittent operation, will unavoidably result in the generation of some noise; and

WHEREAS, the construction contract requires the contractor for the project to utilize sound attenuating enclosures around the pumps in order to mitigate noise generation; and

WHEREAS, for the period December 5, 2016, through March 3, 2017, the construction contractor, Sorensen Gross Company, has requested a waiver of the noise ordinance on weekdays from 8:00 PM to 7:00 AM and twenty-four (24) hours a day on Saturdays and Sundays; and

WHEREAS, the City of Lansing Public Service Department recommends that the contractor be granted a noise waiver for the period December 5, 2016, through March 3, 2017;

NOW THEREFORE BE IT RESOLVED that a public hearing be held on Monday, November 14, 2016, at 7:00 PM in the City of Lansing Council Chambers, 124 W. Michigan, in consideration of the request for granting a waiver of the noise ordinance on weekdays from 8:00 PM to 7:00 AM and twenty-four (24) hours a day on Saturdays and Sundays for the period December 5, 2016, through March 3, 2017.

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

Zip the Grand, Inc., dba Capitol Zip at Adado Riverfront Park

The Lansing City Council will hold a public hearing on Monday, November 14, 2016, at 7:00 p.m, in the City Council Chambers, 10th Floor City Hall, 124 W. Michigan Ave., Lansing, Michigan, to consider a resolution approving the request from Zip the Grand, Inc., dba Capitol Zip for its lease of the Adado Riverfront Park.

Details of the lease are on file with the City Clerk's Office and are available at Ninth Floor, City Hall, 124 West Michigan Ave. or www.lansingmi.gov/clerk. For more information about this lease, phone City Council Offices on City business days, Monday through Friday, between 8 a.m. and 5 p.m. at 483-4177.

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

Chris Swope, Lansing City Clerk

www.lansingmi.gov/Clerk

www.facebook.com/LansingClerkSwope



Chris Swope
Lansing City Clerk

September 16, 2016

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

Dear President and Council Members:

Pursuant to Article 8, Chapter 4, Section 8-403.3 of the Lansing City Charter, on September 13, 2016 the Law Department placed on file in my office a Lease Agreement for Property between the City of Lansing and Zip the Grand, Inc. for a portion of Parcel 33-01-01-09-453-082 (West side) and a portion of Parcel 33-01-01-09-452-004 (East side), Adado Riverfront Park, City of Lansing, Michigan. Under the Charter, a public hearing may be held on this matter on or after October 13, 2016.

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

Sincerely,

Chris Swope, CMC
Lansing City Clerk

LICENSE AGREEMENT
BETWEEN CITY OF LANSING
AND
ZIP THE GRAND, INC.

1.1 THIS LICENSE AGREEMENT made this _____ day of _____ 2016 by and between the **CITY OF LANSING, (Licensor)**, a municipal corporation with offices at 124 W. Michigan Avenue, Lansing, Michigan 48933 and **ZIP THE GRAND, INC., dba CAPITOL ZIP (Licensee)**, with offices at 4718 Norfolk Circle, Portage, MI 49024 agree as follows:

PREMISES

2.1 Licensor licenses the Premises described below to Licensee who has inspected the Premises and is satisfied with the condition of the Premises, in the present "as is" condition, Licensee understands that this license is personal and exclusive to it and does not convey an interest in land to licensee. Furthermore, Licensee 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 License. This obligation of the Licensee shall include, but not be limited to all improvements, modifications or alterations to or on the Premises approved in writing by the Licensor; said Premises generally described as:

Parcel 33-01-01-09-453-082 (West side) and Parcel 33-01-01-09-452-004 (East side) and as further depicted in attachment A to this agreement.

THIS LICENSE AGREEMENT WILL BE AMENDED TO INCLUDE THE COMPLETE LEGAL DESCRIPTION OF THE SUBJECT PROPERTY UPON A SURVEY BEING CONDUCTED BY THE LICENSEE WITH ALL COSTS FOR OBTAINING SUCH SURVEY TO BE THE RESPONSIBILITY OF THE LICENSEE.

TERM

3.1 The Term of this License will commence on _____ ("hereafter known as the effective date"), unless sooner terminated or extended in accordance with the provisions of this License, terminate on the Termination Date.

3.2 On the Termination Date, this License shall automatically terminate without any further action by either party, except that either party may cancel this License with or without cause, for any reason or for no reason, upon giving the other party sixty (60) days advance written notice of the intent to cancel. Upon giving the required notice, this License shall terminate. However, claims for unpaid license fees or other liability arising out of Licensee's possession and use of the premises shall survive any termination. After termination of this License, the Licensor shall take full possession of the property in accordance with Sec. 20.1 of this License.

3.3 The Termination Date shall be ten (10) years from the execution of this License or sooner if either party provides notice in accordance with Sec. 3.2 of this License.

LICENSE FEE

4.1 Licensee shall pay to Licensor the Annual Base License Fee. The Annual Base License Fee shall be pro-rated for any partial year in which the Annual Base License Fee is owed. In the event of a termination of this License by either Party, the Licensee shall not be entitled to a partial refund of the Annual Base License Fee paid by Licensee to Licensor. The Annual Base License Fee for year 2016 shall be paid to the Licensor on or before the Commencement Date, but thereafter shall be due the first of each month. Any payment thirty (30) days late will be assessed a late fee of \$50.00.

4.2 Licensee will pay the total sum of \$6,000 annually, to be paid at the beginning of each new license year, for a period of ten (10) years with the option to renew for two (2) consecutive five (5) year periods at the same rate. The right to renew is conditioned on the Licensee providing Licensor written notice of the intent to renew at least 90 days before the expiration of the current license term. The monthly fee reflects the right to use the 5,000 sq. ft. open park space on the East side of the Grand River as well as the 100 sq. ft. of open park space located on the West side of the Grand River along E. Saginaw Street, as per the attached parcel descriptions.

4.3 In addition, to the annual license fee, Licensee, will pay 2.5% of gross gate admissions directly to the Licensor's Parks and Recreation Department for the same period. Gross gate receipts are the revenue received from regular ticket sales. Special events, souvenir sales, corporate outings and revenue generated in conjunction with school field trips to Capitol Zip will not be subject to the fee paid to the Licensor. Annual review/audit of gate admission sales will be conducted between Capitol Zip and the City Parks and Recreation Board for computation of the gross receipts. *The*

percentage of the gross gate receipts will be renegotiated after each five (5) year term not to be less than 2.5%. Regardless of the amount of the license fee, it represents a fair value for the issuance of the license and its collection by the Licensee does not create an agency, partnership or any other business relationship beyond what is specifically described in this agreement.

PARKING AREAS

5.1 During hours of operation Licensee will have non-exclusive access to the existing on-site parking area located on the grounds on the East side of the Grand River. In addition, Licensee will provide approximately Fifty (50) parking spaces and bathroom facilities at the adjacent retail location of 711 Center Street for patrons.

DATES AND HOURS OF OPERATION

6.1 Anticipated months of downtime include December, January and February. However, Licensee reserves the right to operate twelve (12) months a year (weather permitting). The expected hours of operation will be Sunday through Thursday until 11:00 p.m. and Friday and Saturday until 12:00 a.m. Exceptions to the evening hours would be permitted during special events such as July 4th, with written permission by the Licensor. Start times will be determined by the Licensee but in no circumstance will the operations begin before 8:00 a.m.

TAXES AND ASSESSMENTS

7.1 The Parties acknowledge that these Premises are not currently subject to real property tax. However, should the taxable status of the Premises change and otherwise be subject to real property taxation, Licensee shall be responsible for all personal and 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), payments in lieu of 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.

7.2 Licensee shall pay in full to the appropriate taxing authority, before becoming delinquent, all municipal, county and state taxes assessed, levied or imposed upon Licensee's 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 Licensee shall produce evidence of the payment of such taxes to Licensor 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.

UTILITIES

8.1 Licensee shall pay, as they become due, all charges directly related 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 Licensee.

USE OF PREMISES

9.1 The Premises shall be used and occupied by Licensee for the primary purpose of operating a zip line from a 40' tower on the west side of the Grand River along E. Saginaw Street to a tower located at the NE corner of E. Saginaw Street and the Grand River and for no other purpose without the prior written consent of Licensor. Any request by the Licensee 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.

9.2 Licensee also intends to construct a 6' – 8' safety fence around the parameter of the 50' x 100' East side of Premises in conformance with all construction and zoning codes of the City of Lansing. The area surrounding the West side structure is self-contained and will stay locked and secured on a twenty-four hours a day, seven days a week (24/7) basis unless required access is needed for employee entrance or maintenance.

9.3 Licensee shall be expressly prohibited from charging any form of fee for persons parking on the Premises without the prior written consent of the Licensor. Any request by the Licensee 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.

9.4 Licensee 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. Licensee 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. Licensee 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 or onto the Premises any such materials or substances except to use in the ordinary course of Licensee'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, Licensee shall indemnify Licensor in the manner elsewhere provided in this License against any liability resulting from any release of hazardous substances or materials on the Premises caused by Licensee or persons acting under or for Licensee. Licensee 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.

ENVIRONMENTAL DISCHARGE OR RELEASE

10.1 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 Licensee or Licensee's agents, employees, representatives, contractors, guests or invitees shall be completed at the sole cost and expense of Licensee. Licensee shall indemnify, hold harmless and defend Licensor against any and all claims whether they are made by a government agency with jurisdiction over the Premises or a third party arising from or related to a release, discharge, disposal, or exacerbation of a previous release at the Premises.

CONSTRUCTION ON PREMISES

11.1 Licensee intends to construct a 40' – 45' ropes course on the East side of the Grand River and a 40' zip line tower on the West side of the Grand River along E. Saginaw Street and utilize a 50' x 100' parcel of park land at the NE corner of E. Saginaw Street and the Grand River, along with a 10' x 10' area at the NW corner of E. Saginaw Street and the Grand River. All construction will meet applicable set back requirements and federal, state and local codes.

11.2 Licensee acknowledges that any permits or approval needed related to wetlands or flood plains will be obtained from the Department of Environmental Quality and any other necessary agencies as required by law.

LIGHTING

12.1 Licensor will permit a lighted sign to be affixed to the West side zip line tower that complies with the local sign ordinance. In addition, the Licensee will provide all necessary lighting for the safety of the public during evening and night hours.

SECURITY DEPOSIT

13.1 Licensee shall be required to tender the Security Deposit of Fifteen Thousand Dollars (\$15,000.00) on or before the Commencement Date of this License. The Security Deposit shall be paid to the Licensor 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 License is terminated, for any reason, and the Premises require repair, maintenance, deconstruction or remediation. Licensor shall only return that portion of the Security Deposit that remains after the Premises are restored to the condition prior to the commencement of this License.

FIRE DAMAGE OR CASUALTY

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

Any license fee or other charges owing shall be paid through such date. If Licensor terminates this License due to such damage to the Buildings or Premises, Licensee shall assign the insurance proceeds applicable to the Building and all other improvements on the Premises to Licensor.

If less than fifty percent (50%) of the Buildings or Premises are damaged or destroyed by fire or other casualty or Licensor does not terminate this License as set forth above, Licensee shall promptly repair or restore the Premises 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 the license fee or other charges in the event of any fire or other casualty.

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 License, 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 License, if in force, would have paid the claim, Licensor and Licensee each release and waive all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. Licensee acknowledges that Licensor will **not** carry insurance on the Premises or on Licensee's personal property, fixtures, and improvements, and agrees that Licensor will not be obligated to repair any damage or replace same.

REPAIRS AND MAINTENANCE

15.1 Licensee shall, at its own expense, maintain, repair and replace the Premises and every part to the satisfaction of Licensor. Licensor agrees to mow all grass areas and clear snow from parking lots and sidewalks where applicable, excluding 711 Center Street, Lansing. Licensee 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 comply with all directions of any health officer, fire marshal, building inspector or other governmental agency having jurisdiction over the Premises.

15.2 Licensee shall repair all damage to the Premises caused by any activity of Licensee, including but not limited to the negligence or willful acts of Licensee, its agents or invitees. All repairs shall be of quality equal to the original construction.

15.3 There shall be no reduction in the Annual Base License Fee or other charges nor shall there be any liability on the part of Licensor by reason of inconvenience, annoyance or injury to Capitol Zip arising from Licensee or others making or failing to make any repairs, alterations, additions or improvements to any portion of the Premises.

15.4 Licensee shall keep the Premises free of liens for work claimed to have been done for, or materials furnished to Licensee and will hold Licensor harmless from any liens which may be placed on the Premises except those attributable to the acts of Licensor. In the event a construction or other lien shall be filed against the Premises or Licensee's interest as a result of any work undertaken by Licensee, or as a result of any repairs or alterations made by Licensee, or any other act of Licensee, Licensee shall, within thirty (30) days after receiving notice of the lien, discharge the lien. In the event Licensee shall fail to discharge such lien, Licensor shall have the right, but not the obligation, to terminate this Licensee or procure such discharge, and Licensee shall pay the cost of procuring such discharge to Licensor as an additional fee within thirty (30) days of Licensor receiving such discharge.

INSURANCE AND INDEMNITY

16.1 Licensee 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 Licensee 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", Licensee's obligation to provide insurance shall be extended beyond the termination date for an additional period equal to the statute of limitations for such claims in the State of Michigan.

16.2 Licensee shall maintain in full force and effect through the Term of this License 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.

16.3 Licensee shall also maintain in full force and effect through the Term of this License 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 in an amount equal to the full replacement cost of the Building and all other improvements on the Premises.

16.4 All insurance policies which Licensee is required to maintain shall, in addition to any of the foregoing, be written: By carriers authorized to write such business in the State of Michigan reasonably acceptable to Licensor; Name Licensor and Licensee's lender as additional named insured; Be endorsed to provide that they shall not be canceled or changed materially in any manner adverse to Licensor for any reason except on thirty (30) days prior written notice to Licensor and Licensee's lender; and, Provide coverage to Licensor 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 Licensee. All insurance coverages required shall be primary and non-contributing to any comparable liability insurance (including self-insurances) carried by the Licensor. Licensee shall deliver certificates of insurance evidencing the coverage and endorsements required and copies of the original policies to Licensor within ten (10) business days of the License Date, together with receipts evidencing payment of the premiums. Licensee shall deliver certificates of renewal for such policies to Licensor not less than thirty (30) days prior to the expiration dates.

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

ASSIGNMENT

18.1 Licensee shall not assign this License or sublet the Premises, without the prior written consent of Licensor. Any attempted assignment or subletting without consent shall be invalid.

INSPECTION OF PREMISES

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

NOTICE

20.1 All bills, notices, statements, communications or demands (collectively "Notices") required under this License must be in writing. Any Notices from Licensor to Licensee will be deemed to have been duly delivered if a copy has been personally delivered, or mailed by United States mail, postage prepaid, or sent via courier service to Licensee at the address of the Premises or other address as Licensee may later designate in writing. Any Notices from Licensee to Licensor will be deemed to have been duly and sufficiently given if delivered to Licensor in the same manner as provided above at the Licensor'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 Licensor

may designate in writing.

DEFAULT

21.1 Each of the following shall be deemed an event of default: (i) Licensee's failure to make payment of the License Fee due within ten (10) days after Licensee's receipt of written notice of such failure from Licensor; or (ii) Licensee's failure to perform any of the covenants of this License for more than ten (10) days after Licensee's receipt of written notice of such failure from Licensor; or (iii) if Licensee 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 Licensee be appointed in any action, suit or proceeding by or against Licensee, or if Licensee shall admit to any creditor or to Licensor that it is insolvent, or if the interest of Licensee in the Premises shall be sold under execution or other legal process, or if Licensee shall abandon the Premises.

21.2 Upon the occurrence of an event of default, Licensor shall have the right to terminate the License and shall be entitled to immediate possession of the Premises. Licensor may make its election to terminate known to Licensee by delivery of a notice of termination. Such termination shall be immediately effective and Licensor shall be entitled to commence an action in summary proceedings to recover possession of the premises. Licensee 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.

21.3 No receipt of money by the Licensor from the Licensee after the termination of this License shall reinstate, continue or extend the term, nor affect or waive any notice given by the Licensor to the Licensee prior to receipt of such money.

21.4 If Licensor at any time terminates this License, in addition to any other remedies it may have, it may recover from Licensee all damages it may incur by reason of any default, including the cost of recovering the Premises, reasonable attorneys' fees, and damages equal to unpaid License Fees, all of which amounts shall be immediately due and payable from Licensee to Licensor.

21.5 The Licensor's rights, remedies and benefits provided by this License shall be cumulative, and shall not be exclusive of any other rights, remedies and benefits allowed by law.

21.6 Licensors and Licensees agree that they shall rely solely upon the terms of this License to govern their relationship. They further agree that reliance upon any representation, act or omission outside the terms of this License shall be deemed unreasonable, and shall not establish any rights or obligations on the part of either party.

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

21.8 Notwithstanding anything to the contrary, Licensee acknowledges and agrees that its obligation to pay the License Fee under this License 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.

21.9 Licensors and Licensees waive trial by jury in connection with any action for summary proceedings to recover possession of the Premises. Further, Licensor and Licensee waive trial by jury in connection with any action arising out of or relating to the covenants of this License, with the exception of actions for personal injury or property damage.

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

21.11 Licensee shall not be entitled to surrender the Premises to avoid liability for the License fee due to the condition of the Premises, nor shall any purported consensual surrender be effective unless expressly agreed to in a writing signed by the Licensor.

21.12 Licensors and Licensees represent that in the event an action for summary proceedings to recover possession of the Premises is commenced, the amount set forth in this License shall be deemed a reasonable license fee for the Premises.

SURRENDER OF PREMISES

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

PERFORMANCE COVENANTS

23.1 If Licensee fails to pay any money or to perform any covenant required by this License, Licensor shall have the right, but not the obligation, to make such payment or access the Premises and perform such acts. All sums so paid or incurred by Licensor and all incidental costs, including without limitation the cost of repair, maintenance or restoration of the Premises, shall be deemed additional fees and shall be due and payable within thirty (30) days of Licensee's receipt of any invoice.

HOLDING OVER

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

INDEMNIFICATION, RELEASE OF LIABILITY AND WAIVER

25.1 Licensee shall, at its expense, indemnify, defend, and hold harmless Licensor, 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 Licensee, its licensees, servants, agents, employees, guests, invitees or contractors, or the failure of Licensee to comply with any covenant of this License.

25.1 Licensee shall require that each participant in activities provide by the Licensee execute a release and waiver agreement as set forth in Attachment B to this agreement.

NON - DISCRIMINATION

26.1 Licensee shall not discriminate in the hiring of any employees or contractors, in its use of the Premises or in any activities conducted or permitted on the Premises, directly or indirectly on the basis of age, race, color, religion, national origin, sex, height, weight, handicap, marital status, sexual orientation, political orientation or any other illegal basis.

ADDITIONAL PROVISIONS

27.1 Time is of the essence in all provisions of this License.

27.2 Any waiver, alternation, modification or amendment of this License shall not be effective unless in writing and signed by all parties.

27.3 This License shall be binding upon and the benefits shall inure to the heirs, successors, representatives and assigns of the parties.

27.4 Any failure of either party to enforce at any time any term or condition of this License shall not be construed to be a waiver of such term or conditions or of right or either party to enforce such term or condition.

27.5 This License constitutes the entire agreement between the parties and there are no agreements or understandings concerning the subject matter of this License which are not fully set forth.

27.6 If any provision of this License is invalid or unenforceable, the other enumerated provisions shall be liberally construed to effectuate the purpose and intent of this License.

27.7 Any notice, demand, request or other instrument which may be or is required to be given under this License shall be sent by United States mail, certified, return receipt requested, postage prepaid and shall be address, if to the Licensor, to the Parks and Recreation Department, 200 N. Foster Avenue, Lansing, MI 48912 with a copy to the City Attorney's Office, 5th Floor, City Hall, 124 W. Michigan Avenue, Lansing, MI 48933, or such other address as Licensor may designate by written notice and if to Lessee, to Capitol Zip Inc., 565 Comstock Avenue, NE, Grand Rapids, MI 49505, or at such other address that Licensee shall designate by written notice.

27.8 The parties represent that their respective signatories execute this Lease with the requisite authority to sign and bind the parties and that each party respectfully has complied in all respects with their applicable by-laws, charters, articles and constitutions and have passed all necessary resolutions before executing this License.

27.9 All questions with respect to the construction of this License shall be determined in accordance with applicable Michigan law.

27.10 Reference in this License to persons, entities and items have been generalized. Licensor or Licensee may mean one person, entity or thing whenever such usage is appropriate or a group of persons acting as a single entity. Similarly, pronouns of one gender should be considered interchangeable with pronouns of the other gender.

CONDITIONS PRECEDENT

28.1 This License is conditioned upon the Licensee obtaining financing within Three Hundred and Sixty-Five Days (365) from the date of execution of this agreement. Furthermore, Licensee is committed to repaying any financing obtained for this business enterprise within five (5) years of the date of signing this License.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License as of the date below.

LICENSOR:

The City of Lansing
a Michigan municipal corporation

LICENSEE:

Zip the Grand, INC.
DBA: Capitol Zip

By_____

Name: Virgil Bernero
Its: Mayor

By_____

Name:
Its: Authorized Agent

Approved as to form:

James D. Smiertka
Lansing City Attorney

Chris Swope
Lansing City Clerk

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on November 14, 2016 at 7:00 p.m. in the City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the establishment of an Obsolete Property Rehabilitation District (the "District"), pursuant to and in accordance with the provisions of the Obsolete Property Rehabilitation Act, Public Act 146 of 2000, for properties located at 1141 & 1149 South Washington Avenue, Lansing, Michigan, legally described as follows:

The South 21.8 feet of the West 83 feet of Lot 29 of Sparrow's Subdivision of Block 200 of the original plat of City of Lansing, Ingham County, Michigan -- Parcel Number: 33-01-01-21-257-095, and, the North 2 rods of the West 83 feet of Lot 30, Sparrow's Subdivision of Block 200, Original Plat of City of Lansing, according to the recorded plat thereof, of record in Liber 2 of Plats, Page 42, Ingham County, Michigan -- Parcel Number: 33-01-01-21-257-076 and the West 17.5 feet of the East 65.5 feet of Lots 29 and 30, Sparrow's Subdivision of Block 200 of the original plat of City of Lansing, according to the recorded plat thereof, of record in Liber 2 of Plats, Page 42, Ingham County, Michigan -- Parcel Number: 33-01-01-21-257-100

Creation of this District will enable the owner or potentially the developer of property within the District to apply for an Obsolete Property Rehabilitation Exemption Certificate which would result in the abatement of certain property taxes. Further information regarding this issue may be obtained from Karl Dorshimer, Lansing Economic Area Partnership (LEAP), 1000 S. Washington Ave., Suite 201, Lansing, MI 48910, 517-702-3387.

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

Chris Swope, Lansing City Clerk
www.lansingmi.gov/Clerk

www.facebook.com/LansingClerkSwope



September 16, 2016

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

Re: Obsolete Property Rehabilitation Act District Application
L & P Properties, LLC
OPRA District to include 1149 South Washington Ave and 1141 South Washington Ave

General Project Description

The undersigned applicant L & P Properties, LLC, who is also the owner of the above properties named above, hereby requests the establishment of an OPRA District covering those properties. The adjacent properties have been inspected by the City of Lansing assessor who determined that they both suffer from functional obsolescence. The applicant intends to rehabilitate both buildings as follows:

1149 South Washington Ave will be redeveloped into a location that includes restaurant/food concept (Blue Owl Coffee, Co.) on the main level with commercial space (Michigan Creative) on the second level.

1141 South Washington Ave will be redeveloped into a location that includes a restaurant/food concept on the main level and residential apartments on the second level.

District Establishment Purpose

In an effort to maximize the utility value of two separate but adjacent functionally obsolete buildings, the applicant is committed to doing complete rehabilitation of both buildings. In that context, and as more fully detailed below, the developer will incur considerable renovation costs. The establishment of the OPRA District, with its multi-year property tax deferment benefit is vital to making the economics of both of these projects work. The Developer will be applying separately for two separate OPRA Certificates one for each building.



Community Benefits

Redevelopment of the two property will provide numerous benefits to the City. While the specific facilities would undergo considerable renovation, the entire area would benefit from the transformation of two vacant buildings into a thriving and alive properties.

Basis of Eligibility

Both properties have been determined in writing by the City of Lansing Assessor to be Functionally Obsolete as require and per the Michigan PA 146 of 2000 as amended.

Project Costs and Phasing

The OPRA tax abatement is a significant component of this project. The petitioner has estimated the renovation costs of both projects combined at approximately \$709,500. The renovation estimate are as follows:

1149 South Washington	1st Floor	2nd Floor	Totals
Architect Drawings	\$6,000	\$6,000	\$12,000
Fire Rated Ceiling/Abatement	\$0	\$0	\$0
Demolition	\$2,500	\$5,000	\$7,500
Mechanical, Electrical, plumbing	\$35,000	\$50,000	\$85,000
Loft Apartment Construction	\$0	\$0	\$0
Restrooms	\$25,000	\$10,000	\$35,000
Flooring	\$10,000	\$0	\$10,000
Finishings	\$5,000	\$30,000	\$35,000
Outside Staircase	\$20,000	\$0	\$20,000
Entryway/Façade	\$0	\$0	\$0
Grading Pavement	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
subtotal	\$103,500	\$101,000	\$204,500
Personal Property Investment			\$90,000



1141 South Washington	1st Floor	2nd Floor	Totals
Architect Drawings	\$7,500	\$7,500	\$15,000
Fire Rated Ceiling/Abatement	\$20,000	\$0	\$0
Demolition	\$0	\$5,000	\$5,000
Mechanical, Electrical, plumbing	\$20,000	\$40,000	\$60,000
Loft Apartment Construction	\$0	\$220,000	\$220,000
Restrooms	\$25,000	\$0	\$25,000
Flooring	\$15,000	\$0	\$15,000
Finishings	\$0	\$0	\$0
Outside Staircase	\$0	\$0	\$0
Entryway/Façade	\$35,000	\$0	\$35,000
Grading Pavement	<u>\$0</u>	<u>\$20,000</u>	<u>\$20,000</u>
subtotal	\$122,500	\$292,500	\$415,000
Personal Property Investment			\$0
Grand Project Total			\$709,500



Property Taxable Value and Legal Description

The Specifics on the property are as follows:

Property Address: 1149 South Washington Ave.
Owner's Name: L & P Properties, LLC
Sq Feet of Building: Approximately 2880
Tax ID Number: 61-1774451
Tax Value Land: \$3,200 (2016)
Tax Value Building: \$58,900 (2016)
SEV Value Total: \$62,100 (2016)
Legal Description: The South 21.8 feet of the West 83 feet of Lot 29 of Sparrow's Subdivision of Block 200 of the original plat of City of Lansing, Ingham County, Michigan -- Parcel Number: 33-01-01-21-257-095

Property Address: 1141 South Washington Ave.
Owner's Name: L & P Properties, LLC
Sq. Feet of Building: Approximately 4200
Tax ID Number: 61-1774451
Tax Value Land: \$3,200 (2016)
Tax Value Building: \$39,602 (2016)
SEV Value Total: \$85,300 (2016)
Legal Description: The North 2 rods of the West 83 feet of Lot 30, Sparrow's Subdivision of Block 200, Original Plat of City of Lansing, according to the recorded plat thereof, of record in Liber 2 of Plats, Page 42, Ingham County, Michigan -- Parcel Number: 33-01-01-21-257-076 (building)

The West 17.5 feet of the East 65.5 feet of Lots 29 and 30, Sparrow's Subdivision of Block 200 of the original plat of City of Lansing, according to the recorded plat thereof, of record in Liber 2 of Plats, Page 42, Ingham County, Michigan -- Parcel Number: 33-01-01-21-257-100 (vacant lot)

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

Sincerely,

Name

L & P Properties, LLC., Owner Nicholas Pope

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on Monday, November 14 at 7:00 p.m. in the City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, City Assessor, other interested persons and ad valorem taxing units to appear and be heard on the approval of an Obsolete Property Rehabilitation Certificate (the "Certificate"), pursuant to and in accordance with the provisions of the Obsolete Property Rehabilitation Act, Public Act 146 of 2000, for property located at 1141 South Washington Avenue, Lansing, Michigan, but more particularly described as follows:

The North 2 rods of the West 83 feet of Lot 30, Sparrow's Subdivision of Block 200, Original Plat of City of Lansing, according to the recorded plat thereof, of record in Liber 2 of Plats, Page 42, Ingham County, Michigan -- Parcel Number: 33-01-01-21-257-076, and

Approval of this Certificate will provide the owner or potentially the developer of property an abatement of certain property taxes for the improvements to the property noted above. Further information regarding this issue may be obtained from Karl Dorshimer, Lansing Economic Area Partnership (LEAP), 1000 S. Washington Ave., Suite 201, Lansing, MI 48910, 517-702-3387.

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

Chris Swope, City Clerk

www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope

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The South 21.8 feet of the West 83 feet of Lot 29 of Sparrow's Subdivision of Block 200 of the original plat of City of Lansing, Ingham County, Michigan -- Parcel Number: 33-01-01-21-257-095, and

Approval of this Certificate will provide the owner or potentially the developer of property an abatement of certain property taxes for the improvements to the property noted above. Further information regarding this issue may be obtained from Karl Dorshimer, Lansing Economic Area Partnership (LEAP), 1000 S. Washington Ave., Suite 201, Lansing, MI 48910, 517-702-3387.

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Chris Swope, City Clerk

www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope

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To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the establishment of an Obsolete Property Rehabilitation District (the "District"), pursuant to and in accordance with the provisions of the Obsolete Property Rehabilitation Act, Public Act 146 of 2000, for properties located at 221 West Saginaw Street, Lansing, Michigan, legally described as follows:

LOT 8 & N 1 R LOT 7 BLOCK 63 ORIG PLAT, 33-01-01-16-127-001, and

Creation of this District will enable the owner or potentially the developer of property within the District to apply for an Obsolete Property Rehabilitation Exemption Certificate which would result in the abatement of certain property taxes. Further information regarding this issue may be obtained from Karl Dorshimer, Lansing Economic Area Partnership (LEAP), 1000 S. Washington Ave., Suite 201, Lansing, MI 48910, 517-702-3387.

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

Chris Swope, Lansing City Clerk
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To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the establishment of an Obsolete Property Rehabilitation District (the "District"), pursuant to and in accordance with the provisions of the Obsolete Property Rehabilitation Act, Public Act 146 of 2000, for property located at 221 West Saginaw Street, Lansing, Michigan, legally described as follows:

LOT 8 & N 1 R LOT 7 BLOCK 63 ORIG PLAT, 33-01-01-16-127-001.

Creation of this District will enable the owner or potentially the developer of property within the District to apply for an Obsolete Property Rehabilitation Exemption Certificate which would result in the abatement of certain property taxes. Further information regarding this issue may be obtained from Karl Dorshimer, Lansing Economic Area Partnership (LEAP), 1000 S. Washington Ave., Suite 201, Lansing, MI 48910, 517-702-3387.

October 5, 2016

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

Re: Obsolete Property Rehabilitation Act District Application
221 E. Saginaw Street, Lansing MI 48933

General Project Description

The project at 221 E. Saginaw in Lansing will be the new headquarters of M3 Group. Currently, M3 Group, a branding and publications agency established in 2002, is located at 610 and 614 Seymour Ave. M3 Group has used the two buildings to continue growth over the last 14 years. At 25 full-time employees, the two buildings are inefficient and becoming too small.

The new renovation project proposed at 221 E. Saginaw would put all M3 Group employees under one roof with room to grow. Specifics for the project include: creating additional windows in the lower level; updating the HVAC, electric and plumbing; creating a mezzanine level to add additional square footage and making use of the vaulted ceilings; newly insulated walls, ceiling and floors; and develop an open environment that is suitable for a creative team to thrive.

District Establishment Purpose

In an effort to maximize the utility value of the functionally obsolete building, the applicant is committed to doing complete rehabilitation of the building. In that context, and as more fully detailed below, the developer will incur considerable renovation costs. The establishment of the OPRA District, with its multi-year property tax deferral benefit is vital to making the economics of this project work.

Community Benefits

Redevelopment of the property would provide numerous benefits to the City. While the specific facility would undergo considerable renovation, the entire area would benefit from the transformation of a vacant building into a thriving and fully utilized property. The OPRA District designation, and resulting tax benefits, would not only permit the applicant to attract new businesses and new business owners, operators and employees to the area, while at the same time retaining existing businesses and existing businesses surrounding the community at-large. The owners of the applicant have provided a full range of marketing services to commercial organizations in and around the City of Lansing for many years and are thoroughly committed to seeing the City thrive and continue to grow. Through this rehabilitation project, the applicant and its owners are confident that the City of Lansing will be further on its way to achieving both.

Basis of Eligibility

As to the eligibility of this project under OPRA, an investigation of the Subject Property by Sharon Frischman, City of Lansing Assessor, on June 9, 2016 resulted in a finding that the Building meets the definition of functionally obsolete. Functionally obsolete property is property that is “unable to be used to adequately perform the function of which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or super inadequacies in design, or other similar factors that affect the property itself or the property’s relationship with other surrounding property.” MCL § 125.2652(s).

The Subject Property has two structures currently on the parcel. The main building is a one story, former church and the secondary building is a two story residential dwelling converted to offices. Ms. Frischman’s inspection of the Subject Property revealed physical deterioration on the secondary building resulting from extensive deferred maintenance. The primary building’s windows and doors are out of date and inefficient to today’s standards, as well as the electrical, mechanical and plumbing. Since the building’s original purpose was a church, it is functionally obsolete to be used as an office due in part to the higher than normal ceiling heights and other characteristics that are not typically found in a modern office building.

Project Costs and Phasing

The OPRA tax abatement is a significant component of the funding of this project. The applicant has estimated the total costs for this rehabilitation project to be \$816,500.00. Renovations are scheduled to commence promptly following the approval of the ORPA tax abatement and are targeted for completion approximately twelve (12) months following such commencement. The renovation estimate includes:

Building Renovations: (Incl. Imprv. to home)	\$ 448,000.00
Building Leasehold Improvements:	\$ 25,000.00
Furniture & Fixtures:	\$ 269,000.00
Computers:	\$ 10,000.00
Baseline Environmental Activities:	\$ 2,000.00
Paving:	\$ 30,000.00
Demolition:	\$ 0.00
Site preparation:	\$ 32,500.00

TOTAL (estimate): **\$ 816,500.00**

Property Taxable Value and Legal Description

This property covers one parcel of real property containing a total of .365 acres and listed in the City of Lansing’s Assessment records as having an address of 221 E. Saginaw, Lansing, MI 48933. Specifics on the Subject Property are as follows:

Address:	221 E. Saginaw, Lansing, MI 48933
Owner’s Name:	Motion Properties
Acreage of Land:	.365
Sq. Feet of Building:	Approximately 5,611
Tax Parcel Identification No.:	33-01-01-16-127-001

Taxable Value Land:	\$ 25,979.00
SEV Land:	\$ 33,300.00
Taxable Value Building:	\$ 118,348.00
SEV Building:	\$ 151,700.00
Legal Description:	LOT 8 & N 1 R LOT 7 BLOCK 63 ORIG PLAT

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

Sincerely,
MOTION PROPERTIES

A handwritten signature in black ink, appearing to read "MOTION PROPERTIES", is written over a horizontal line. The signature is somewhat stylized and includes a flourish at the end.



AGREEMENT IN CONSIDERATION OF DEVELOPMENT INCENTIVES

THIS AGREEMENT in Consideration of Development Incentives (“Agreement”) is made and entered this 5 day of October, 2016, by and between the City of Lansing, Michigan, a Michigan municipal corporation (“City”), and Motion Properties, a Michigan Corporation (“Applicant”), (collectively the “Parties”);

I. STATEMENT OF PURPOSE:

The City of Lansing welcomes new investment and the creation of new jobs. To achieve these goals, the City offers a variety of economic incentives that are designed to facilitate the expansion of existing businesses and the location of new businesses within the City, as well as the rehabilitation of obsolete structures and the reuse of environmentally contaminated sites.

Economic incentives typically do not provide City funds to developers or businesses, but rather encourage new investment and job creation in the City that would not have occurred without the incentive. The purpose of this Agreement is to establish performance expectations, reporting requirements, and preferences for Lansing-based firms, resident employees and union employees in hiring, contracting, subcontracting and procurement related to the acceptance of economic incentives by the Applicant.

Economic incentives are beneficial to both the City and the Applicant. The approval of incentives must be a transparent and public process that produces a clear agreement between the Parties regarding the responsibilities of both the City and the Applicant. This public process does not end with the approval of the incentive, but continues until the commitments made by the Applicant under this Agreement are met.

II. DEFINITIONS

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

“*Incentive*” means a reduction in City taxes levied on real or personal property, or other financial benefit to Applicant, for a limited number of years as specified in this Agreement, and which may include, but is not limited to, those tax reductions or other financial benefits authorized by the Obsolete Property Rehabilitation Act (Public Act 146

of 2000, as amended), Neighborhood Enterprise Zone Act (Public Act 147 of 1992, as amended), Brownfield Redevelopment Financing Act (Public Act 381 of 1996, as amended), Plant Rehabilitation and Industrial Development Districts (Public Act 198 of 1974, as amended) and the New Personal Property Tax Exemption authorized by Public Act 328 of 1998.

“*Lansing-based firm*” means an incorporated business entity that owns or leases an office, warehouse, distribution center, or wholesale or retail store located within the corporate limits of the City of Lansing.

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

III. RECITALS:

A. APPLICANT/PROJECT INFORMATION

Name of Project: M3 Group Expansion Project

Business Name of Applicant (*if applicable*): Motion Properties

Name of Parent Company (*if applicable*): _____

List Managing Partner and all other Partners, including percentage ownership interest of each partner:

_____ Patrick Dowling _____	100 %
_____	_____ %
_____	_____ %
_____	_____ %

List City incentive(s) and number of years requested for each:

OPRA Certificate	12 Years
_____	_____ Years
_____	_____ Years
_____	_____ Years

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

N.A.

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

MSUFCU

Estimated number of new, permanent full-time equivalent employees (FTE) upon Project Completion *(if applicable)*:

5 FTE

Estimated total investment in real and personal property, including acquisition and construction costs, upon Project Completion:

\$ 816,500

Estimated average hourly wage or annual salary of new, permanent employees *(if applicable)*:
(Tiffany please fill this out if there are new jobs)

\$ 225,000 to 250,000

B. APPLICANT ACCEPTANCE OF NOTICE AND REPORTING REQUIREMENTS AND LOCAL PREFERENCES IN HIRING, PROCUREMENT OF GOODS AND SERVICES, CONTRACTING AND SUBCONTRACTING

(initial spaces below to indicate acceptance) (on the final executed copy the client needs to be willing to initial each of these)

 Applicant agrees to notify the LEDC and City Assessor of any and all partnership changes during the term of any incentives approved for the Project.

 Applicant agrees, and may be required to provide written documentation at the request of the LEDC, to consider and hire as many Lansing residents and Lansing-based firms, including but not limited to consultants, suppliers, contractors and sub-contractors, as reasonably possible.

 Applicant agrees, and may be required to provide written documentation at the request of the LEDC, to make good faith efforts to hire contractors and sub-contractors that employ union labor when economically feasible.

 Applicant agrees that all employees, contractors and sub-contractors related to this Project will pay all City individual income tax.

2. The Applicant has applied for Incentive for the purpose of M3 Group Expansion Project (“Project”). The Project is expected to hire at least **5** and/or retain at least **25** full-time equivalent employees (FTE) and requiring a total investment in real property of an estimated \$537,500 and personal property of at least \$279,000, when completed.

3. The Applicant has supplied to the LEDC all application and supporting documentation, including a list of all partners of the Applicant with an ownership interest in the Project, which in turn has been forwarded to the City prior to the approval of the Incentive.

4. The Applicant has provided to the LEDC detailed information including wage and benefit information for the Project and new, permanent full-time equivalent employees (FTE) expected to be hired or retained as a result of the Project, which in turn has been forwarded to the City prior to approval of the Incentive.

5. The Applicant and the City desire to enter into an agreement whereby the Applicant and City specify and agree on the Project performance measures under which the Incentive is granted, and some of the conditions under which such Incentive can be modified or revoked by the City and/or State of Michigan. Nothing in this Agreement supersedes or diminishes any rights of the City or the State established by Federal, State, or Local law or regulations.

6. The Lansing City Treasurer has verified in writing the Applicant is not delinquent and/or late on any property taxes owed to the City for all properties in which the applicant owns a twenty-five percent (25%) or more interest.

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

8. The Lansing City Treasurer has verified in writing the Applicant is not delinquent and/or late on any corporate or other business income taxes owed the City, if any.

9. The LEDC has verified that all application fees due have been paid in full by the Applicant.

IV. AGREEMENT:

NOW, THEREFORE, in consideration of the recitals and mutual covenants and agreements herein contained and pursuant to MCL Public Act 146 of 2000, as amended (the “Act”), as amended, the Parties agree as follows:

A. Reliance on Recitals

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

B. Project Area

The location of the Project is commonly known as 221 West Saginaw St. (“Project Area”) and legally described as follows:

Address:	221 W. Saginaw, Lansing, MI 48933
Owner’s Name:	Motion Properties
Acreage of Land:	.365
Sq. Feet of Building:	Approximately 5,611
Tax Parcel Identification No.:	33-01-01-16-127-001
Taxable Value Land:	\$ 25,979.00
SEV Land:	\$ 33,300.00
Taxable Value Building:	\$ 118,348.00
SEV Building:	\$ 151,700.00
Legal Description:	LOT 8 & N 1 R LOT 7 BLOCK 63 ORIG PLAT

C. Project Timeframe.

The Applicant and City agree the City’s approval of the Incentive is based upon completion of the Project within a specific time period (“Project Timeframe”). The Project Timeframe starts 12/31/2016 and ends 12/31/2018.

D. Project Completion

The Applicant and the City agree that for the Project to be considered complete, the Applicant must perform all of the following in the Project Area within the Project Timeframe (“Project Completion”):

1. Hire at least 5 new, permanent full-time equivalent employees (FTE) and/or retain at least 25 full-time equivalent employees (FTE).
2. Purchase and/or locate within the Project Area, personal property with a fair market value of at least \$279,000. This personal property may not be moved to the Project Area from another location within the City of Lansing.
3. Make at least \$537,500 of improvements to the real property. Improvements include only hard costs, and exclude architectural and engineering costs.
4. Obtain all necessary building permits and site plan approvals, including payment of all required fees, plus final inspections including a Certificate of Occupancy from the City of Lansing and all other appropriate authorities and agencies.

5. Upon Project Completion, the applicant will provide to the LEDC, upon request, any and all appropriate financial records that are referenced as part of this Agreement.
6. Project Completion must be performed by 12/31/18

E. Project Completion Progress Reports

The Applicant shall file an annual report with the LEDC on the Applicant's progress toward achieving Project Completion. Reports shall be submitted in compliance with all LEDC reporting requirements. Applicant understands and agrees that the information submitted to the LEDC will be available for public viewing, unless prior approval is requested and granted for specific confidential business information that is not subject to disclosure under the Freedom of Information Act (Public Act 442 of 1976, being MCL 15.231 et. seq., as amended). Non-compliance with reporting requirements may result in the modification or revocation of the Incentive.

Lack of performance and compliance with this agreement, may be considered as relevant information in consideration of the approval of all future incentive applications to the LEDC or City by the Applicant or any person or entity with (25%) or more ownership in the Project.

F. Verification of Project Completion

No later than thirty (30) days after the end of the Project Timeframe, the Applicant shall provide in writing to the LEDC a Final Project Completion Report ("Final Report") with proof of Project Completion. Acceptable forms of proof may include, as directed by LEDC, proof of employment, proof of paid invoices, executed and filed tax documentation, final financing documents and similar material which confirm original financial data, engineering and architectural "as-built" drawings, photographs, and other like evidence of completion of the Project in the Project Area. If at any time during the Project Timeframe the Applicant completes the Project as agreed upon in Section (4), the Applicant may submit the Final Project Completion Report to the LEDC.

G. Consideration of Applicant's Compliance with the Agreement.

Within 60 days of receiving the Final Report, or 90 days after the end of the Project Timeframe, the LEDC shall make a preliminary determination if the Applicant has achieved Project Completion. In the event the preliminary determination concludes the Project was completed per this Agreement, written notification of such finding shall be sent from the LEDC to the Applicant and the City of Lansing Finance Director. In the event the LEDC makes the determination the Applicant did not complete the project per this Agreement, the LEDC will forward in writing its findings and a recommended course of action to the Applicant and the City of Lansing Finance Director. Prior to any action that might lead to the modification or revocation of all or part of the Incentive, the City shall offer the Applicant the reasonable opportunity to appear before the Council and be heard. In the event of the revocation of all or part of the Applicant's Incentive, the City may consider the breach of contract when contemplating the approval of all future Incentive applications to the City by the Applicant or any partners listed as required in the Recitals.

H. Failure of Applicant to Pay Tax Applicable to Personal Property

If any property tax applicable to the personal property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may seize and sell the personal property to pay the tax, expenses of sale, and interest on the tax, or may commence civil litigation to recover the amount of tax an interest thereon, in accordance with Michigan law.

I. Failure of Applicant to Pay Tax Applicable to Real Property

If any property tax applicable to the real property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may place a lien on the real property. The City may enforce the lien in the same manner as provided by law for the foreclosure in the circuit courts of mortgage liens upon real property, in accordance with Michigan law.

J. City's Rights under Act

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

K. Ambiguity

If this Agreement or any of its terms and conditions are determined to be ambiguous, this Agreement and all its terms and conditions shall be considered as if drafted by both parties.

L. Rights and Remedies Cumulative

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

M. Right In Third Parties

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

N. Severability

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

O. Subsequent Waivers

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

P. Termination

This Agreement terminates upon 12/31/2019, or upon the written agreement of the Parties.

Q. Authority.

The Applicant's execution, delivery and performance of this Agreement have been duly authorized. The Applicant's representative executing this Agreement does so with requisite authority to fully and completely bind the Applicant.

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

WITNESSES:

[Handwritten signature]

Approved as to form:

City Attorney

APPLICANT NAME:

By: *[Handwritten signature]*

Its: *Resident*

CITY OF LANSING:

By: _____
Virg Bernero

Its: Mayor

LANSING ECONOMIC DEVELOPMENT CORPORATION:

By: _____
Karl R. Dorshimer

Its: Representative

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

City Controller

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on Monday, November 14 at 7:00 p.m. in the City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, City Assessor, other interested persons and ad valorem taxing units to appear and be heard on the approval of an Obsolete Property Rehabilitation Certificate (the "Certificate"), pursuant to and in accordance with the provisions of the Obsolete Property Rehabilitation Act, Public Act 146 of 2000, for property located at 221 West Saginaw Street, Lansing, Michigan, but more particularly described as follows:

LOT 8 & N 1 R LOT 7 BLOCK 63 ORIG PLAT, 33-01-01-16-127-001, and

Approval of this Certificate will provide the owner or potentially the developer of property an abatement of certain property taxes for the improvements to the property noted above. Further information regarding this issue may be obtained from Karl Dorshimer, Lansing Economic Area Partnership (LEAP), 1000 S. Washington Ave., Suite 201, Lansing, MI 48910, 517-702-3387.

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

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

CITY OF LANSING
NOTICE OF PUBLIC HEARING

**Agreement for Operating Downtown Facilities between the Lansing Entertainment
And Public Facilities Authority (LEPFA) and the City Of Lansing**

The Lansing City Council will hold a public hearing on Monday, November 14, 2016, at 7:00 p.m. in Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan to consider a certain Agreement for the Operating Downtown Facilities between the Lansing Entertainment and Public Facilities Authority and the City of Lansing

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

Chris Swope, City Clerk
www.lansingmi.gov/Clerk

www.facebook.com/LansingClerkSwope

RECEIVED

2016 OCT 12 PM 2:18

LANSING CITY CLERK

AGREEMENT
FOR OPERATING DOWNTOWN
FACILITIES

THIS AGREEMENT FOR OPERATING DOWNTOWN FACILITIES, made and Entered into as of the ____ day of October, 2016, by and between the CITY OF LANSING, Ingham County, Michigan, a municipal corporation organized and existing under the Constitution and laws of the State of Michigan, (hereinafter referred to as the "City"), and the LANSING ENTERTAINMENT AND PUBLIC FACILITIES AUTHORITY, a public corporation organized and existing under Act No. 31, Michigan Public Acts of 1948 (First Extra Session), as amended, (herein after referred to as the "Authority");

WITNESSETH:

WHEREAS, the Authority has been incorporated by the City under and pursuant to Act. No. 31, Michigan Public Acts of 1948 (First Extra Session), as amended, for the purpose and with the power, among others, of operating and maintaining the Lansing Center, the City Market, Cooley Law School Stadium (Lansing Minor League stadium), Riverfront Amphitheater, and any ancillary facilities related thereto (the "Downtown Facilities"), as provided in the Articles of Incorporation of the Authority; and

WHEREAS, the City is the owner of the Downtown Facilities but recognizes that in order to achieve maximum revenues and operating efficiencies from the operations of the facilities using sound business principles, it is desirable to transfer management of the facilities to a separately incorporated authority established under state law; and

WHEREAS, based upon the aforesaid premises the City wishes to engage the services of the Authority for operating and maintaining the Downtown Facilities and the Authority is willing to accept such undertaking and has authority to do so pursuant to its Articles of Incorporation;

THEREFORE, in consideration of the premises hereinabove set forth and the Mutual undertakings and agreements hereinafter set forth,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO,
as follows:

1. All undertakings in this agreement and in the fulfillment of this Agreement are and shall be subject to the regulations and limitations contained in the Constitution and Statutes of the State of Michigan, the bond ordinances and resolutions of the City and the Articles of Incorporation as to the Authority,
2. To the extent necessary to carry out the intent and purposes of this Agreement, and in exchange for good and valuable consideration as contained in the parties' respective obligations hereunder, the City grants the Authority an exclusive license to use all of the Downtown Facilities during the continuation of this Agreement, subject to licenses granted to others prior hereto; provided, the granting of this license and the utilization thereof are subject to the regulations and restrictions contained in this Agreement; and provided further the Authority is hereby empowered to grant licenses to others for the use of all or parts of that portion of the Downtown Facilities that have been licensed to the Authority by this Agreement. The Downtown Facilities are described in Appendix A hereto.
3. The Authority accepts full responsibility of operating and maintaining the Downtown Facilities, in all respects and in so doing, the Authority will abide by all of the provisions of this Agreement, including, but not limited to, the following:
 - A. The Authority shall have the exclusive right and authority to negotiate and issue license agreements for use of the Downtown

Facilities during the life of this Agreement and to schedule such licensed events and to establish the fees for such licenses as it believes are necessary to effectively manage the Downtown Facilities in the best interests of the City and to preserve the integrity of the Act 99 financing and bond issues that have heretofore been issued to finance the construction of portions of the Downtown Facilities.

B. The Authority shall have the responsibility, exclusive right and authority to hire, contract for, or otherwise secure the services of appropriate management staff, supporting clerical staff, maintenance, and operating personnel necessary to efficiently and effectively carry out its responsibilities as set forth in this Agreement and in so doing the Authority shall establish the salaries and wages, fringe benefits, job descriptions, conditions of employment and all other personnel administration rules and procedures therefore. To the extent legally permissible, and financially prudent, the Authority shall encourage the procurement of services from entities that are physically located within the City of Lansing and employ personnel who reside within the City of Lansing wherever such procurement will fulfill the service and employment needs of the Authority in this Agreement as least as well as non-resident entities or personnel. The Authority shall operate, manage, employ and provide services under this Agreement in a manner so as not to discriminate on the basis of race, sex, age, height, weight, marital status, religion, handicap, sexual orientation or any other basis prohibited by State or Federal law and shall not enter into any contract, lease, license or agreement that does not similarly provide.

C. Subject to the provisions of the current Stadium License, Lease and

Service Agreement between the City and Take Me Out to the Ballgame, L.L.C. (the "TMO Agreement"), the Authority shall have the exclusive right and authority to contract for, or otherwise secure the services of all concessionaires, security personnel, and other vendors necessary to efficiently and effectively carry out the responsibilities for the operations of the Downtown Facilities and to establish or negotiate such fees, license charges, or division of receipts as required to effectively manage the facilities. When feasible, the Authority shall practice competitive bidding in the procurement of goods and services as well as, to the extent legally permissible, encourage contracts with local and minority vendors. A record of all sole source purchases, including the necessity thereof, shall be maintained by the Authority and available for inspection by City officials.

- D. City retains the right to control and schedule the City Hosts Suite and Promotion Tickets granted City pursuant to the TMO Agreement subject to the City of Lansing Promotion Ticket Policy as the same has been adopted by the City as amended from time to time.
- E. The Authority shall be the City's designee for the purpose of administering the TMO Agreement on behalf of the City in its sole discretion. Any legal interpretation of the TMO Agreement by the Authority will be made in consultation with the City Attorney, acting as legal counsel for the Authority in this regard. Amendments to the TMO may only be made by the City.
- F. The Authority shall develop and adopt a written policy that encour-

ages and facilitates the use of the Downtown Facilities by community based groups for community functions.

- G. The Authority will solicit input from the City Market Vendor's Association regarding policies and procedures applicable to the City Market.
4. The Authority shall maintain or cause to be maintained complete liability insurance coverage naming both the City and the Authority as insureds so as to protect the City and the Authority in all undertakings pursuant to this Agreement provided, such insurance coverage may be included within other coverage obtained by the City or the Authority, in which event it will not be necessary to duplicate coverage through the acquisition of additional coverage under this Agreement, however, it is the responsibility of the Authority to see to it that such insurance coverage does exist. The dollar limits of such liability coverage shall be as set forth in Appendix C or in such amounts and types of coverage as are determined jointly by the City and Authority from time to time.
5. A. In managing and operating the Downtown Facilities pursuant to this Agreement, the Authority shall, prior to the beginning of each fiscal year, adopt an Authority Budget for such fiscal year; provided, however, Authority shall review the proposed Budget with the Mayor and City Council prior to its adoption. The Authority shall present to the City Council expected revenues and expenditures contained in the Budget shall include, but not be limited to those items as set forth in Appendix D. The City agrees in good faith, based upon City Council's agreement with the Budget presented by Authority, to appropriate a lump sum operating contribution to Authority. To the extent legally

permissible, such lump sum contribution, once established in any fiscal year, shall be paid on a mutually agreed upon schedule and shall not be reduced by City during that same fiscal year, unless mutually agreed to by City and Authority and approved by Authority Board.

The Authority shall make every effort to maintain a balanced budget and shall not exceed the total expenditure limitations set forth in the Budget without approval of the City. In developing and administering the Authority Budget and for carrying out its obligations under this Agreement, except as otherwise provided in this paragraph 5, and subject to the TMO Agreement, the Authority shall be entitled to receive and retain all revenues, and shall pay all expenses attributable to the Operation and maintenance of the Downtown Facilities

- C. B. The City shall provide funds annually for capital improvements to Downtown Facilities as agreed to in the adopted budget for each fiscal year. The minimum shall be \$50,000 annually, unless otherwise stated in the lease with TMO, for the Lansing Center and additional dollars as needed for other facilities revenues from the TMO agreement shall be paid directly to the Authority. The Authority shall pass through such revenues to the City within seven (7) days of their receipt. It is understood that revenues collected by the Municipal Parking system, the Lansing Building Authority, or related to the stadium naming rights agreement will be paid directly to and retained by the City.
- D. Other net revenue related to non-baseball, non-TMO events that

are held at Cooley Law School Stadium shall be received by the Authority and passed through to the City. For future years, the City and the Authority shall negotiate an amount subject to City approval to be reserved for the Cooley Law School Stadium event development fund prior to distributing net revenues to the City. The amount capped for this fund shall be approved by the City.

E. For future years, the City and the Authority shall work collectively toward a resolution of parking facilities management as it relates to parking facilities surrounding the Downtown Facilities.

6. In the event the City shall desire to transfer additional facilities or assign additional duties or responsibilities to the Authority, such transfer or assignment will occur only upon the mutual agreement of the parties, in which case the Authority's budget and City contribution shall be amended to reflect such transfer or assignment.

7. All officers and employees of the Authority, involved in any way in fulfilling the undertakings of this Agreement, and who have any responsibilities pertaining to the granting of licenses, the hiring of personnel, the contracting for services, the contracting for concessions, the establishment and maintenance of accounts relative to the receipt of revenues and the disbursements of funds, the handling and/or safeguarding of the funds derived pursuant to this Agreement and the disbursement thereof, or the bookkeeping and accounting systems pertaining thereto, shall have their honesty and correctness of performance covered by one or more Public Employee Blanket Bonds, including Faithful Performance of Duty Coverage, or as may be from time to time mutually agreed upon by the City and the Authority, said bonds to be secured by the Authority. The beneficiary of said

bonds shall be the Authority. Copies thereof shall be placed on file with the Clerk of the City of Lansing.

8. The Authority, in exercising its responsibilities and authority to grant licenses and enter into concession agreements or other types of contracts in fulfilling its undertakings under this Agreement, is hereby empowered to enter into such license agreements, concession agreements and contracts for terms that may extend beyond the termination point of this Agreement between the City and the Authority, in accord with the following restrictions:
 - A. The grant of all license agreements for competitive sporting events, including but not limited to license agreements for private boxes, shall be for a term not to exceed five (5) years, unless prior approval is obtained from the City Council for a greater term of years.
 - B. All agreements for the hiring of services by the Authority shall be for an initial term not to exceed five (5) years with no renewals totaling more years than were stated in the initial term unless prior approval from the City Council is obtained to allow for a greater period of time.

9. All of the accounts of the Authority shall be subject to audit annually by an independent auditing firm mutually selected by the City and Authority. The cost of such audit shall be borne on the Authority. Copies of such audit shall be furnished to both the Authority and the City. The City's Internal Auditor and Finance Director shall have reasonable access to all records maintained by the Authority in the accomplishment of the provisions of the Agreement upon a written request to the Authority and shall be permitted to make such reviews as are deemed necessary to verify adequate internal control.

The Authority shall furnish to the Mayor and City Council a financial operating statement covering the Downtown Facilities operations no less than quarterly. Such report shall be delivered within thirty (30) days of the end of the calendar quarter. The Authority, through its authorized representatives shall make a presentation of each quarterly operating statement to the City Council Ways and Means Committee at their request.

10. The City and Authority mutually agree that they shall not commence suit against any officer, Commissioner, Councilperson, Mayor or employee of the City or of the Board of the Authority, under or upon act, omission, obligation, covenant, or clause of the City Charter or the Authority's Articles of Incorporation or Bylaws except that recourse may be sought for those acts or omissions that involve known violations of the governing documents, fraud, embezzlement, dishonesty, gross negligence, self-dealing which constitutes a violation of law, or willful violations of civil rights by the individual involved, if any such recourse is permitted bylaw. In any case, where recourse is sought, all defenses or counterclaims available may be asserted notwithstanding the provisions of this section. This limitation shall apply whether the officer, Commissioner, Councilperson, Mayor or employee of the City or of the Board of the Authority is a past, present or future officer, Commissioner, Councilperson, Mayor or employee of the City or Authority. The employees, designees, and officers of the Authority shall not be deemed employees, designees and officers of the City. Further, termination of this Agreement shall in no way impair the continuation of any liability insurance coverage for directors and officers of the Authority. The City agrees that in the event of

termination of this Agreement, the obligations of paragraph 4 shall continue to the extent necessary to secure such liability insurance as is necessary to reasonably protect the directors and officers of the Authority.

11. In the event of damage to or destruction of any of the Downtown Facilities or Downtown Facilities Parking Areas by fire or other casualty, the Authority will give the City immediate notice thereof and will, if the damage is to an extent that is less than 25% of the fair market value of the premises damaged and if insurance proceeds are sufficient for the purpose, repair, restore, or rebuild the same so that upon completion of such repairs, restoration or rebuilding, the fair market value of the premises shall be equal to or more than the fair market value immediately prior to the occurrence of such fire or other casualty. If the damage or destruction is to an extent that is equal to or more than 25% of the fair market value of the premises damaged, the Authority and the City shall repair, restore or rebuild the damaged premises to the extent of their mutual agreement. All insurance proceeds received by the City and Authority shall be applied to any reconstruction, repair, or restoration as required or agreed upon. If the insurance proceeds are insufficient to repair, restore or rebuild any premises damaged or destroyed by fire or other casualty, or if the City and Authority shall not agree to such repairs, restoration or rebuilding, then the insurance proceeds shall first be applied to such repair, restoration or rebuilding as is agreed to by the parties or if not agreed to, to pay off any indebtedness of the City for such premises and thereafter any indebtedness of the Authority or its Board and then to the parties as their interests appear.
12. The City warrants that there are no suits, actions, demands, or claims

presently pending related to the Downtown Facilities. The Authority shall not be deemed a successor or alter ego to the City. The City shall be responsible for any defense and any obligation, expense, cost or damage that may be imposed upon it or the Authority due to the suits, actions, demands and claims.

13. The term of this Agreement for operating the Downtown Facilities and Downtown Facilities Parking Areas shall be irrevocable for a period of ten (10) years from the date first above written, unless just cause for termination of this Agreement shall be established, in which case either party may terminate this Agreement by giving the other party eighteen (18) months written notice of its intent to terminate this Agreement at the end of such time. This Agreement may also be terminated at an earlier time by mutual consent. If the Authority or City shall default in complying with any of the terms of this Agreement and such default shall continue for thirty (30) days after written notice thereof by the other party, the other party may terminate this Agreement or obtain enforcement in an appropriate court. In the alternative, the City or Authority may take such action as is necessary to cure the default, either with or without process of law, and the cost thereof shall be paid by the defaulting party through addition or subtraction of funds to be paid by or to the Authority. Upon termination by either party an audit of all accounts and assets of the Authority, which pertain to the fulfillment of this Agreement, shall be made by the same auditors that audit the accounts of the Authority, following which all funds and assets to which the City shall be entitled as determined by the audit shall be forthwith transferred and delivered to the City, including but not limited to, monies, furnishings and fixtures, contracts, concession agreements, and license agreements.

14. The Authority will adopt a code of ethics relative to its business operation.
15. The Authority and City agree that the Authority Board and City Council may conduct a joint meeting each calendar year to mutually discuss Authority operations, pursuant to this Agreement as requested.
16. Any warranties inuring to the benefit of either party under any contract or other agreement related to the Downtown Facilities or Downtown Facilities Parking Areas shall be enforceable by either party to the extent permitted. The parties mutually agree that they shall cooperate with each other in any respect necessary to enforce any such warranties.
 - A. Any notice necessary or proper to be given to either of the parties hereto shall be deemed to have been given when mailed by first class mail, postage prepaid to the following individuals:
 1. If to the Authority, by delivering the same to the Chairman thereof at such address as the Authority shall have furnished in writing to the City and to the Chief Executive Officer of the Authority at the Authority general office.
 2. If to the City, by delivering the same to the Mayor and the City Attorney of the City, 9th Floor, City Hall, 124 W. Michigan Avenue, Lansing, Michigan, 48933.
17. This Agreement contains all the terms and conditions of the Agreement between the parties and any representatives, warranties, or statements, whether oral or in writing, not contained herein shall not be binding on either party.
18. The terms, conditions or provisions of this Agreement shall not be

changed, waived, modified, altered, discharged or terminated unless in writing and signed by the party against which enforcement of such change, waiver, discharge, or termination is sought. Whenever the consent by either party is required under this Agreement, it shall be in writing signed by the executive officer of the party consent.

IN WITNESS WHEREOF, the City of Lansing, Michigan, by its City Council, and the Lansing Entertainment and Public Facilities Authority, by its Commission, have respectively caused this Agreement for Operating Downtown Facilities to be executed in their names by their duly authorized officers and their corporate seals to be affixed hereto as of the date and year first-above-written.

WITNESSES:

WITNESSES:

CITY OF LANSING

By: _____

Virg Bernero, Mayor

By: _____

Chris Swope, City Clerk

(Seal of City)

LANSING ENTERTAINMENT

AND PUBLIC FACILITIES

AUTHORITY

By: _____

Tim Kaltenbach

Chairperson of its Commission

By: _____

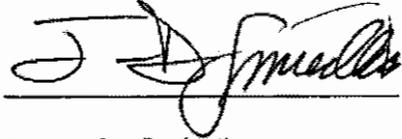
Cynthia Bowen

Secretary/Treasurer of its

Commission

(Seal of Authority)

Approved as to form:



James D. Smiertka

City Attorney

I hereby certify that funds have been
appropriated for the performance of
this Agreement in Account No.

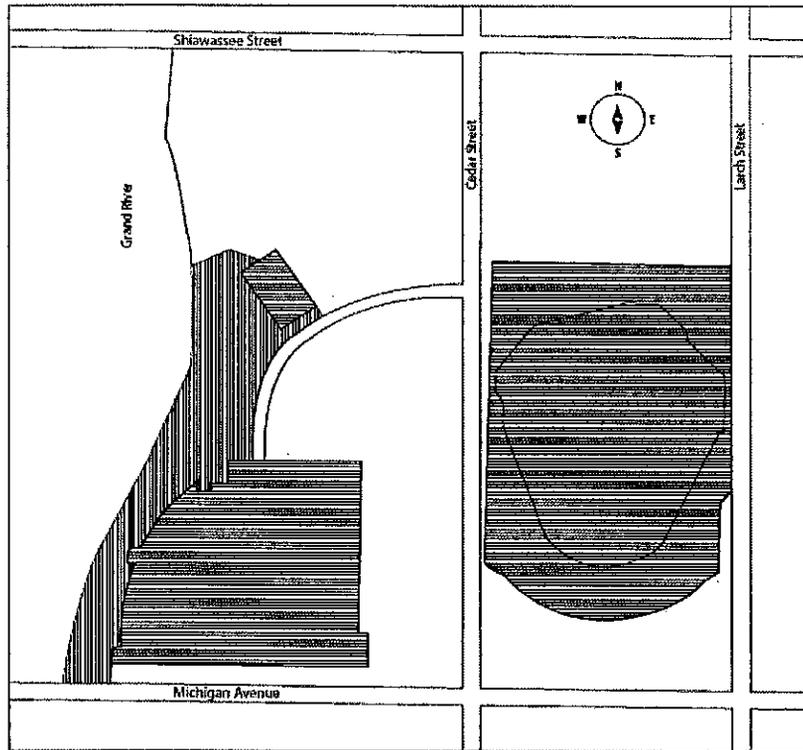

Angela Bennett, Finance Director

APPENDIX A
DOWNTOWN FACILITIES

Lansing Center
City Market
Cooley Law School Stadium
Riverfront Amphitheater
(See attached illustrations for boundary descriptions.)

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LEPFA Operating Agreement



-  Facilities managed by LEPFA
-  Outdoor areas managed by LEPFA

As of 8/25/2016

APPENDIX C

INSURANCE COVERAGES

The insurance coverage for the Lansing Center (including Riverfront Amphitheater), Cooley Law School Stadium, and the Lansing City Market are carried by the Lansing Entertainment and Public Facilities Authority. The current levels of insurance maintained are stated below:

Each Facility:

Property	Replacement Cost*
General Liability	
General Aggregate	\$3 Mil
Each Occurrence	\$1 Mil
Products/Completed Operations	\$3 Mil
Personal and Advertising Injury	\$1 Mil
Medical Expense (Each Occurrence)	Excluded

General (covers all facilities):

Differences in Conditions (Earthquake/Flood)	\$242,000
Umbrella (applies to General & Liquor Liability)	
General Aggregate	\$6 Mil
Liquor Liability	\$1 Mil
Public Officials E & O	\$1 Mil

*Replacement costs are:

Lansing Center	\$62,957,671
Cooley Law School Stadium	\$31,980,866
Lansing City Market	\$ 1,679,073

The Lansing Center is the only facility which owns automobiles. The Lansing Center has Auto Liability at \$ 1 Mil. limit (umbrella coverage goes over the underlying coverage) For Cooley Law School Stadium and the City Market, hired and non-owned autos are covered under the General Liability for each of these facilities.

Blanket Bonds:

Employee bonds/insurance (theft and dishonesty)	\$ 300,000
--	------------

APPENDIX D

AUTHORITY BUDGET

The Authority Budget shall include, but not be limited to, the following funds, accounts and line items:

1. OPERATING REVENUES shall include any and all monies derived from the Downtown Facilities and Downtown Facilities Parking Areas, including but not limited to:
 - * Rental Revenues
 - * Concessions Revenues
 - * Merchandise
 - * Sales Revenues
 - * Advertising Sales Revenues
 - * Equipment Rental Fees
 - * Utility Income
 - * Box Office Income
 - * Miscellaneous Operating Income
 - * Interest Income
 - * Reimbursable Event Expenses
 - * Parking Revenues
 - * Video Broadcast Revenue
 - * Cooley Law School Stadium Logo Revenues
 - * Ticket Revenues

2. Operating expenses shall consist of any and all expenses deemed necessary by the Authority to operate and manage the Downtown Facilities and Downtown Facilities Parking Areas, including but not limited to:
 - * Payroll, Authority employee benefits, (including any approved Authority employee bonus, payable only upon completion of the annual audit) and related costs.
 - * Purchase of operating supplies
 - * Advertising costs
 - * Cleaning expenses
 - * Data processing costs
 - * Business related dues, subscriptions and membership costs
 - * Insurance costs and performance bond
 - * Professional fees
 - * Printing and stationery costs
 - * Postage and freight costs
 - * Equipment rental
 - * Repairs and maintenance costs
 - * Security expenses
 - * Cost of office supplies
 - * Utility and telephone charges
 - * Travel expenses

- * Entertainment expenses
- * Cost of employee uniforms

- * Exterminator and trash removal costs
- * Concessionaire expense and profit
- * Relocation expenses
- * Principal shopping district assessment

Operating expenses shall not include deductions for depreciation, interest or debt service, real estate taxes or capital expenditures, in excess of the amounts provided within this agreement. In the event the Authority requests a capital expenditure, the City will give reasonable consideration to such request in the Authority's Budget in light of competing municipal considerations.

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BY COUNCIL MEMBERS BROWN CLARKE, DUNBAR, HOUGHTON, HUSSAIN,
SPITZLEY, WASHINGTON, WOOD, AND YORKO
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, Robert Brown, Jr. was born in Lansing, Michigan, and upon graduation from high school in 1954, Robert Brown Jr. attended and graduated from Michigan State University in 1958 with a degree in Social Work; and

WHEREAS, in 1962 Robert married the love of his life Mrs. Joy Brown. Robert Brown Jr. then entered into the Air Force, serving -for three years where he accomplished the leadership role of Captain; and

WHEREAS, currently Robert Brown Jr. serves as a Criminal Justice Consultant and has worked with prison systems in Connecticut, Illinois and Pennsylvania. Robert was appointed to serve as a Consent Agreement Monitor by the United States District Court; and

WHEREAS, Robert Brown Jr. retired from Michigan Department of Corrections in 1991 and received several honors throughout his Corrections career, those being one in 1992 when he was awarded the Michigan State University Black Alumni Inc. Distinguished Alumni award. 1993 he was awarded the Lansing Education Advancement Foundation Distinguished Alumni, and in 1995 he was awarded the Edward Cass award from American Correctional Association; and

WHEREAS, Robert Brown Jr. is the retired Michigan Department of Corrections Director, receiving the National Association of State Correctional Administrator's Past President's Award in 2014 for his distinguished leadership, worked in shaping the Correctional Policy, and assisted with clearing proven correctional practices, standards, and performance measures; and

WHEREAS, Robert Brown Jr. has been a faithful member of the City of Lansing Fire Commissioners Board serving 32 years. Proving time and time again to be a stellar example and mentor to many.

THEREFORE BE RESOLVED that the Lansing City Council extends our gratitude for the many years of distinguished service by Robert Brown, Jr. We wish him well on the next chapter of his life.

BY COUNCIL MEMBERS BOLES, BROWN CLARKE, DUNBAR, HOUGHTON,
WASHINGTON, WOOD, AND YORKO
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, Reverend Donnie Caddell was born in Tuscaloosa Alabama. Reverend Caddell was raised by his great grandparents the late Spurgeon and Carrie Banks and his grandmother Esther Bishop; and

WHEREAS, Reverend Caddell began his journey to know Jesus as Lord at the Tenth Street Baptist Church in Tuscaloosa Alabama under the leadership of the late Reverend J.H. Thompson and Reverend E.L. Brown; and

WHEREAS, since acknowledging the divine calling of Jesus Christ in 1989 Reverend Caddell has served dutifully and faithfully under a host of Pastors and their congregations in many capacities; and

WHEREAS, Reverend Donnie Caddell is presently serving the Lord and the members of Shiloh Baptist Church.

THEREFORE BE IT RESOLVED that the Lansing City Council thanks Reverend Donnie Caddell for twenty-seven years of laboring in the vineyard for the Lord. As members, friends and family come together and celebrate this awesome milestone with Rev Donnie Caddell a faithful servant of Lord may this just be the beginning for another twenty-seven years.

1 Timothy 1:12 I thank Christ Jesus our Lord, who has strengthened me, because He considered me faithful, putting me into service.

BY COUNCIL MEMBERS BROWN CLARKE, DUNBAR, HOUGHTON, HUSSAIN,
SPITZLEY, WASHINGTON, WOOD, AND YORKO
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, Fearless Faith cast out its net in November 2003. Their first service was held in the downtown branch of the Lansing Public Library. The fellowship began with just four members, which are the founders Pastor Iris Cotton, Assistant Pastor Jimmie Howell, Mother Bennie Mae Howell (now deceased) and Sister Teresa Keyton. Membership began growing on the very first service with at least eight people accepting Jesus and their Lord and Savior and at least five were candidates for baptism; and

WHEREAS, One of Fearless Faith's greatest struggles was overcoming the "gender biased" leadership view. Nevertheless, Pastor Cotton's perseverance to stay true to her calling has proven that God is in control and has predestined this ministry. They continue to serve as volunteers in the prisons within the state of Michigan, as well as the county jail located in Mason, Michigan; and

WHEREAS, Pastor Cotton and the Fearless Faith family have found favor in the community in which they serve, continually striving to build bridges and form relationships in the community on the Northwest side of Lansing. Their presence is well known and people from the neighborhood are coming in, feeling the love and compassion, and are welcomed with open arms; and

WHEREAS, Fearless Faith Church Ministries is celebrating their 13th anniversary with a special event to be held on Sunday, November 6, 2016 at the Fearless Faith Church located at 1119 W. Maple Street, Lansing, Michigan 48915. The event will begin promptly at 4:00 p.m. until 6:00 p.m., and the theme will be "To walk humble before the Lord." Micah 6:8.

BE IT RESOLVED that the Lansing City Council wishes to congratulate Fearless Faith Church Ministries on its 13th year anniversary. Psalm 78:72 So he shepherded them according to the integrity of his heart, and guided them with his skillful hands.

BY COUNCIL MEMBERS BOLES, BROWN CLARKE, DUNBAR, HOUGHTON,
WASHINGTON, WOOD, AND YORKO

WHEREAS, Earl E. Nelson was born August 29, 1937 in Emerson Arkansas to Clarence and Mary Nelson. Lansing suffered a tragic loss on November 1, 2016 with the passing of this wonderful community member. Earl's devoted wife Josephine LaBelle, along with his brothers, sisters, children, and grandchildren will forever hold onto their cherished memories of him; and

WHEREAS, Earl received a Bachelor Degree from Michigan State University. He then began his career as a teacher in the Lansing School District; and

WHEREAS, Earl E. Nelson served eight years in the Michigan Legislature as both a State Representative and Senator. He finished his career as the Director of Equity for the State Department of Education. He is also remembered as founder of the Earl Nelson Singers and a Lansing community advocate; and

WHEREAS, Earl E. Nelson was ordained as a minister and started a home church Oasis Ministry after retiring to Florida. Earl E. Nelson enjoyed visiting his children and grandchildren as well as traveling. Earl will be remembered as a joyful, loving man of god.

BE IT RESOLVED, Lansing City Council hereby recognizes Earl E. Nelson as a mentor, leader, devoted to his church, family and community. Lansing City Council extends its condolences and sympathy to Earl E. Nelson's family and friends during this time of sorrow.

DRAFT

XIII 2 a

BY COUNCIL MEMBER BROWN CLARKE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, on November 17, 2014 the City Council established an Ad-Hoc Committee on Diversity and Inclusion to ensure and continue positive support of the continued efforts of the City of Lansing, Michigan as a welcoming community for diverse populations; and

WHEREAS, on January 11, 2016 the City Council granted an extension to the time line on the Ad-Hoc Committee on Diversity and Inclusion to meet through October 13, 2016; and

WHEREAS, this Committee will continue to pursue future support options and protection for those seeking refuge or asylum.

NOW BE IT RESOLVED, this Ad-Hoc Committee will continue to consist of three (3) members, Council Member Wood (Committee Chairperson), Council Member Jody Washington and Council Member Patricia Spitzley.

BE IT FURTHER RESOLVED, this Committee will continue to meet through December 31, 2017.

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

Resolution to Set a Public Hearing Regarding the Establishment of an Obsolete
Property Rehabilitation Act District
204 East Grand River Avenue

WHEREAS, Looney Moon, LLC, the owner of the property located at 204 East Grand River Ave in the City of Lansing, Michigan (the "Property") has requested in writing that the City of Lansing establish an Obsolete Property Rehabilitation District (the "District") as enabled by Public Act 146 of 2000, the "Obsolete Property Rehabilitation Act" (the "Act"), and

WHEREAS, the owner of the Properties, Looney Moon, LLC is the legal owner of greater than fifty percent (50%) of all taxable value of the properties located within the proposed District, and

WHEREAS, the properties in question and the proposed boundary of the District is legally described as:

COM 44.44 FT W OF NE COR LOT 2, TH W 20 FT, S 80 FT, E 20 FT, N 80 FT TO BEG;
SUB OF BLOCK 12, 33-01-01-09-402-081 and

WHEREAS, the Act requires that before establishing the District the Lansing City Council shall give written notice by certified mail to the owners of all real property within the proposed District and shall hold a public hearing in order to provide an opportunity for owners, residents or other taxpayers of the City of Lansing to appear and be heard regarding the establishment of the District.

NOW THEREFORE BE IT RESOLVED that a public hearing be held in the City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on Monday, November 28, 2016 at 7:00 p.m. for the purpose of receiving public comment on the establishment of an Obsolete Property Rehabilitation District under the provisions of Public Act 146 of 2000 and that the Clerk shall publish once in a publication of general circulation within the community a notice of the scheduled public hearing and that the notice appear not less than 10 or more than 30 days prior to the date of the hearing and that the Clerk also cause the owner of property within the proposed district to receive written notice of the public hearing to be delivered by certified mail.

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

Resolution to Set a Public Hearing Regarding the Granting of an
Obsolete Property Rehabilitation Act Certificate
204 East Grand River Avenue

WHEREAS, Looney Moon, LLC, owner of the property located at 204 East Grand River Avenue in the City of Lansing, Michigan (the "Property") has applied to the City of Lansing for the City to approve the issuance of an Obsolete Property Rehabilitation Exemption Certificate (the "OPRA Certificate"), pursuant to the Michigan Obsolete Property Rehabilitation Act, being Public Act 146 of 2000 (the "Act"); and

WHEREAS, the property in question of the Certificate is legally described as:

COM 44.44 FT W OF NE COR LOT 2, TH W 20 FT, S 80 FT, E 20 FT, N 80 FT TO BEG;
SUB OF BLOCK 12, 33-01-01-09-402-081, and

WHEREAS, the Act requires that before granting a Certificate the Lansing City Council hold a public hearing in order to provide an opportunity for the applicant, the City Assessor, a representative of the affected taxing units, the residents, and other taxpayers of the City of Lansing general public appear and be heard regarding the approval of the OPRA Certificate.

NOW THEREFORE BE IT RESOLVED that a public hearing be held in the City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on Monday, November 28, 2016 at 7:00 p.m. for the purpose of receiving public comment on the approval of an OPRA Certificate under the provisions of Public Act 146 of 2000 and that the Clerk shall publish once in a publication of general circulation within the community a notice of the scheduled public hearing and that the notice appear not less than 10 or more than 30 days prior to the date of the hearing.

DRAFT

XIII a

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

WHEREAS, the City Clerk has forwarded an application for a City License, which has been routinely processed without objection, and is ready for final action by this Council; and,

WHEREAS, all required signatures have been obtained supporting the application for a fireworks display license;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves the application for a City License as follows:

FIREWORKS DISPLAY LICENSE:

Downtown Lansing Inc/Night Magic Display for a public display of fireworks in the City of Lansing at West of Capitol Building to be held on November 18, 2016.

DRAFT

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

WHEREAS, the City of Lansing and the Teamsters Local 243 Clerical, Technical, Professional Unit of the International Brotherhood of Teamsters, Chauffeurs and Warehousemen (the "Union") have negotiated a collective bargaining agreement (the "CBA") for the period covering February 1, 2016 through January 31, 2019, which is summarized in the October 25, 2016 Tentative Agreement of the parties and which contains the changes to the prior CBA; and

WHEREAS, the Union membership ratified this agreement on November 2, 2016; and

WHEREAS, the Mayor recommends the CBA, as summarized in the Tentative Agreement, be approved;

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby ratifies the October 25, 2016 Tentative Agreement of the parties for the CBA between the City of Lansing and the Union, Teamsters Local 243 Clerical, Technical, Professional Unit, for the period covering February 1, 2016 through January 31, 2019.

Approved for placement on the City Council
Agenda:

Jim Smiertka, City Attorney

Date

DRAFT

XIII

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

WHEREAS, the City of Lansing and the Teamsters Local 243 Supervisory Unit of the International Brotherhood of Teamsters, Chauffeurs and Warehousemen (the "Union") have negotiated a collective bargaining agreement (the "CBA") for the period covering February 1, 2016 through January 31, 2019, which is summarized in the October 25, 2016 Tentative Agreement of the parties and which contains the changes to the prior CBA; and

WHEREAS, the Union membership ratified this agreement on November 3, 2016; and

WHEREAS, the Mayor recommends the CBA, as summarized in the Tentative Agreement, be approved;

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby ratifies the October 25, 2016 Tentative Agreement of the parties for the CBA between the City of Lansing and the Union, Teamsters Local 243 Supervisory Unit, for the period covering February 1, 2016 through January 31, 2019.

Approved for placement on the City Council
Agenda:

Jim Smiertka, City Attorney

Date

DRAFT

XIII 1 a

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

That the following FY 2017 grant appropriation be approved;

\$45,997.65 State Grant Revenue	273.000000.547000.17212
\$26,100.00 Temporary Help	273.132201.707000.17212
\$ 1,996.65 Fringe Benefits-Variable	273.132201.715400.17212
\$16,790.00 Contractual Services	273.132201.743000.17212
\$ 226.00 Supplies	273.132201.742000.17212
\$ 885.00 Training	273.132201.747000.17212

To provide the basic funding of temporary help in 54A District Court's special Sobriety Court with grant resources from Michigan Drug Court Grant program administered by the State Court Administrative Office. The grant will operate from October 1, 2016 to September 30, 2017.

Approved for placement on the City Council agenda:

Jim Smiertka, Lansing City Attorney

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

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

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

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

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

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

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

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

WHEREAS, the CARE Program is funded for 10/01/2016 – 09/30/17 by a renewable direct federal Victims of Crime Act (VOCA) Grant of \$190,000, not to exceed \$152,000 (using in-kind local match estimated at \$38,000).

BE IT RESOLVED, the Lansing City council authorizes the Administration to accept and administer a VOCA-CARE grant from the Michigan Crime Victims Service Commission in the amount of \$152,000 total compensation, for the fiscal period beginning October 1, 2016 and ending September 30, 2017 and to create accounts and make necessary transfers.

INTRODUCTION OF ORDINANCE

Council Member Dunbar introduced:

An Ordinance of the City of Lansing, Michigan, to amend _____ to the Lansing Codified Ordinances for the purpose of

The Ordinance is referred to the Committee on Development & Planning

**RESOLUTION SETTING PUBLIC HEARING
BY CITY COUNCIL**

RESOLVED BY THE CITY COUNCIL, CITY OF LANSING, that a public hearing be set for December 12, 2016 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering an ordinance of the City of Lansing, Michigan, to amend _____ to the Lansing Codified Ordinances for the purpose of

Interested Persons are invited to attend this Public Hearing

THIS ITEM NOT AVAILABLE AT TIME OF PRINT

INTRODUCTION OF ORDINANCES

The following ordinance of the City of Lansing, Michigan, providing that the Code of Ordinances be amended by providing for the rezoning of property located in the City of Lansing, Michigan, and for the revision of the district maps adopted by Section 1246.02 of the Code for property located at:

Z-7-2016. This is a request by Gateway, LLC to rezone the properties at 3600/3626 Dunckel Road & vacant parcel north of 4600 Collins Road from “DM-2” Residential and “F” Commercial Districts to “E-1” Apartment Shop District.

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

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

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, December 12, 2016 at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Ordinance for rezoning:

Z-7-2016.

This is a request by Gateway, LLC to rezone the properties at 3600/3626 Dunckel Road & vacant parcel north of 4600 Collins Road from “DM-2” Residential and “F” Commercial Districts to “E-1” Apartment Shop District.

ORDINANCE # _____

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

The City of Lansing ordains:

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

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

Case Number: Z-7-2016

Legal Descriptions: **33-01-01-36-252-001:** Lot 1, Hospitality Motor Inns, A Subdivision on part of the Southwest $\frac{1}{4}$ of Section 36, T4N, R2W, City of Lansing, Ingham County, MI, as recorded in Liber 29 of Plats, Pages 9-11, Ingham County Records, Except Commencing at the Northwest Corner of said Lot 1; thence South $86^{\circ}09'45''$ East along the North line of said Lot 1 a distance of 676.19 feet to the point of beginning; thence South $86^{\circ}09'45''$ East continuing along said North line 118 feet to the Northeasterly line of said Lot 1; thence South $44^{\circ}58'35''$ East along said Northeasterly line 109.12 feet; thence South $03^{\circ}50'15''$ West perpendicular to said North line 78.14 feet; thence North $86^{\circ}09'45''$ West parallel with said North line 200.12 feet; thence North $03^{\circ}50'15''$ East perpendicular to said North line 150 feet to the point of beginning; said parcel containing 12.09 acres more or less, from "DM-2" Residential District to "E-1" Apartment Shop District.

33-01-01-36-352-022: Part of Lot 1, Commencing 677.19 Feet East of the Northwest Corner of Lot 1, Thence South $86^{\circ}09'45''$, East 298.09 Feet, South $01^{\circ}31'45''$, East 173.08 Feet, North $44^{\circ}52'49''$, West 150 Feet, South $03^{\circ}50'15''$, West 78.01 Feet, North $86^{\circ}09'45''$, West 200 Feet, North $03^{\circ}50'15''$, East 150 feet to the point of beginning; Hospitality Motor Inns, City of Lansing, Ingham County, MI, from "F" Commercial District to "E-1" Apartment Shop District.

33-01-01-36-352-032: Commencing at the Northeast Corner of Lot 2, Thence North $86^{\circ}09'45''$, West 314.78 Feet, South $01^{\circ}31'45''$, East 240 Feet, South $86^{\circ}09'45''$, East 314.78 Feet, North $01^{\circ}31'45''$, West 240 Feet to the point of beginning; Hospitality Motor Inns, City of Lansing, Ingham County, MI, from "F" Commercial District to "E-1" Apartment Shop District.

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

Section 3. This ordinance was duly adopted by the Lansing City Council on _____, 2016, and a copy is available in the office of the Lansing City Clerk, 9th Floor, City Hall, 124 W. Michigan Avenue, Lansing, MI 48933.

Section 4. This ordinance shall take effect upon the expiration of seven (7) days from the date this notice of adoption is published in a newspaper of general circulation.

INTRODUCTION OF ORDINANCE

Council Member Dunbar introduced:

An Ordinance of the City of Lansing, Michigan, to amend Chapter 1460.44 (e) to the Lansing Codified Ordinances for the purpose of clarifying the documentation that will be accepted to verify ownership of real property to determine application of the rental registry inspection requirement.

The Ordinance is referred to the AD HOC on Rental and Land Contract Housing

**RESOLUTION SETTING PUBLIC HEARING
BY CITY COUNCIL**

RESOLVED BY THE CITY COUNCIL, CITY OF LANSING, that a public hearing be set for November 28, 2016 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering an ordinance of the City of Lansing, Michigan, to amend Chapter 1460 to the Lansing Codified Ordinances for the purpose of clarifying the documentation that will be accepted to verify ownership of real property to determine application of the rental registry inspection requirement.

Interested Persons are invited to attend this Public Hearing

THIS ITEM NOT AVAILABLE AT TIME OF PRINT

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PASSAGE OF ORDINANCE

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO ADD SECTION 206.25 TO CHAPTER 206 OF THE LANSING CODIFIED ORDINANCES BY REQUIRING TRANSPARENCY IN THE BIDDING AND OPENING OF BIDS FOR PROJECTS THAT RECEIVE CERTAIN ECONOMIC INCENTIVES APPROVED BY THE LANSING CITY COUNCIL.

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

COUNCIL MEMBER	YEAS	NAYS
BROWN CLARKE	<input type="checkbox"/>	<input type="checkbox"/>
DUNBAR	<input type="checkbox"/>	<input type="checkbox"/>
HOUGHTON	<input type="checkbox"/>	<input type="checkbox"/>
HUSSAIN	<input type="checkbox"/>	<input type="checkbox"/>
SPITZLEY	<input type="checkbox"/>	<input type="checkbox"/>
WASHINGTON	<input type="checkbox"/>	<input type="checkbox"/>
WOOD	<input type="checkbox"/>	<input type="checkbox"/>
YORKO	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED

FAILED

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO ADD SECTION 206.25 TO CHAPTER 206 OF THE LANSING CODIFIED ORDINANCES BY REQUIRING TRANSPARENCY IN THE BIDDING AND OPENING OF BIDS FOR PROJECTS THAT RECEIVE CERTAIN ECONOMIC INCENTIVES APPROVED BY THE LANSING CITY COUNCIL.

THE CITY OF LANSING ORDAINS:

Section 1. That Section 206.25 be added to Chapter 206 of the Codified Ordinances of the City of Lansing, Michigan to read as follows:

(A) PURPOSE. THE PURPOSE OF THIS SECTION IS TO PROMOTE FAIRNESS IN BIDDING ON DEVELOPMENTS AND CONSTRUCTION PROJECTS THAT RECEIVE ECONOMIC INCENTIVES FROM THE CITY OF LANSING BY ENSURING TRANSPARENCY IN THE DISTRIBUTION, OPENING, AND AWARDING OF BIDS. THE ORDINANCE ADOPTING THIS SECTION CONSTITUTES A PUBLIC PURPOSE OF THE CITY OF LANSING.

(B) DEFINITIONS. AS USED IN THIS SECTION:

(1) “APPLICANT” MEANS A PERSON, CORPORATION, PARTNERSHIP, OR OTHER ENTITY THAT HAS APPLIED FOR AND RECEIVED ECONOMIC INCENTIVES APPROVED BY LANSING CITY COUNCIL.

(2) “BID” MEANS A SEALED OFFER TO PROVIDE SERVICES PURSUANT TO A SOLICITATION FOR BIDS.

1 (3) **“BID QUOTE”** MEANS THE TOTAL BID AMOUNT IN DOLLARS AS READ ALOUD
2 AND RECORDED AT THE BID OPENING.

3 (4) **“CONSTRUCTION WORK”** MEANS THE ACT OF CONSTRUCTING A BUILDING
4 OR INFRASTRUCTURE (INCLUDING DEMOLITION WORK) OR CLEARING A SITE
5 WHICH REQUIRES A PERMIT FOR IMPROVEMENT OR ALTERATIONS.

6 CONSTRUCTION WORK DOES NOT REFER TO ANY OTHER ACT THAT MIGHT BE
7 ASSOCIATED WITH A PROJECT SUCH AS PLANNING AND/OR ARCHITECTURAL
8 WORK.

9 (5) **“ECONOMIC INCENTIVE(S)”** MEANS ANY OF THE FOLLOWING: PAYMENT IN
10 LIEU OF TAXES (PILOT) THAT IS CONTINGENT ON RECEIVING APPROVAL FROM
11 LANSING CITY COUNCIL; A TAX ABATEMENT ISSUED UNDER PUBLIC ACT 328 OF
12 1998; A BROWNFIELD APPROVED UNDER PUBLIC ACT 381 OF 1996; OR, AN
13 OBSOLETE PROPERTY REHABILITATION ACT ABATEMENT ISSUED UNDER
14 PUBLIC ACT 146 OF 2000.

15 (6) **“PERMIT”** MEANS A BUILDING PERMIT, MECHANICAL PERMIT, ELECTRICAL
16 PERMIT, OR PLUMBING PERMIT, ISSUED BY THE LANSING BUILDING SAFETY
17 OFFICE.

18 (7) **“PROJECT”** MEANS A REAL ESTATE DEVELOPMENT IN THE CITY OF LANSING
19 WHICH IS RECEIVING AN ECONOMIC INCENTIVE AND THE CONSTRUCTION WORK
20 THAT WILL BE DONE ON THE DEVELOPMENT PURSUANT TO A PERMIT.

21 (8) **“PUBLICLY ACCESSIBLE LOCATION”** MEANS ONE OF THE FOLLOWING
22 LOCATIONS: LETTS COMMUNITY CENTER; ALFREDA SCHMIDT COMMUNITY

1 CENTER, GIER COMMUNITY CENTER, FOSTER COMMUNITY CENTER, LANSING
2 CITY HALL CITY COUNCIL CHAMBERS, OR A CITY-OWNED BUILDING DURING
3 REGULAR BUSINESS HOURS.

4 **(9) “PUBLICLY ADVERTISED” MEANS:**

5 **(a)** ADVERTISED AT A TIME AND LOCATION CUSTOMARY IN THE RELEVANT
6 TRADE; AND,

7 **(b)** PUBLISHED ONCE IN A NEWSPAPER.

8 **(10) “TRANSPARENT AND FAIR BIDDING PROCESS” MEANS: A BIDDING**
9 **PROCESS THAT INCLUDES:**

- 10 • OPENESS AND TRANSPARENCY;
- 11 • BID OPENINGS AT PUBLICLY ACCESSIBLE LOCATIONS;
- 12 • PUBLIC ADVERTISEMENTS OF BIDS WITH THE DATE, TIME, AND LOCATION
13 FOR RESPONSE AND BID OPENING;
- 14 • SOLICITATION OF BIDS FROM THREE OR MORE SUPPLIERS REGARDLESS OF
15 LABOR ORGANIZATION AFFILIATION;
- 16 • SEVEN BUSINESS DAYS OR MORE TO RESPOND FOR PROSPECTIVE
17 BIDDERS;
- 18 • PUBLIC DISCLOSURE OF ALL BIDDERS AND BID AMOUNTS; AND
- 19 • NOTIFICATION TO BIDDERS NOT SELECTED OF THE BIDDER SELECTED
20 AND THE AMOUNT OF THE SUCCESSFUL BID.

21

22

1 **(C) REQUIREMENTS.**

2 EVERY PROJECT SUBMITTED TO THE LANSING CITY COUNCIL FOR APPROVAL OF
3 AN ECONOMIC INCENTIVE REQUESTED BY AN APPLICANT SHALL INCLUDE THE
4 WRITTEN AGREEMENT OF THE APPLICANT CONSISTING OF, AND INCLUDING,
5 THE FOLLOWING:

- 6 (1) THAT THE APPLICANT WILL ABIDE BY THE PRINCIPLES OF A
7 TRANSPARENT AND FAIR BIDDING PROCESS AS DEFINED IN THIS SECTION;
8 AND
9 (2) THAT ANY ECONOMIC INCENTIVES AWARDED TO THE APPLICANT’S
10 PROJECT ARE SUBJECT TO REVOCATION OR OTHER PENALTIES OR
11 SANCTIONS ALLOWED BY THE AUTHORIZING STATUTE FOR THE
12 PARTICULAR ECONOMIC INCENTIVE; AND
13 (3) A CERTIFICATION THAT THE APPLICANT IS NOT IN FINANCIAL DEFAULT
14 TO THE CITY OF LANSING RELATING TO TAXES, LICENSES, PERMITS, OR
15 FEES; AND
16 (4) PROOF OF A VALID TAX IDENTIFICATION NUMBER, REQUIRED LICENSES,
17 AND CERTIFICATES OF INSURANCE NECESSARY FOR THE PROJECT; AND
18 (5) THE SPECIFIC PLAN OF THE APPLICANT TO ABIDE BY THE PRINCIPLES OF A
19 TRANSPARENT AND FAIR BIDDING PROCESS, INCLUDING ANY
20 CONSTRUCTION WORK INCLUDED WITHIN THE RESPONSIBILITIES OF A
21 GENERAL CONTRACTOR; AND

1 (6) A DISCLOSURE OF ANY CITATION FOR A VIOLATION OF A TRANSPARENT
2 AND FAIR BIDDING PROCESS; AND

3 (7) A DISCLOSURE OF ANY GOVERNMENTAL DEBARMENT OR SUSPENSION
4 FROM BIDDING OR CONTRACTING.

5 **(D) APPLICATION.** THIS SECTION SHALL ONLY APPLY TO A PROJECT FROM THE
6 TIME THE ECONOMIC INCENTIVE IS APPROVED BY THE LANSING CITY COUNCIL
7 UNTIL PROJECT COMPLETION AS DEFINED BY A DEVELOPMENT AGREEMENT
8 BETWEEN THE APPLICANT AND THE CITY OF LANSING; OR, IF NO AGREEMENT
9 EXISTS, BY THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY BY THE CITY OF
10 LANSING. THE ACCEPTANCE OF AN APPLICATION BY THE CITY DOES NOT
11 CONSTITUTE THE APPROVAL OF AN ECONOMIC INCENTIVE. THE APPLICANT
12 MAY INCLUDE INFORMATION IN THE APPLICATION TO ENABLE COUNCIL TO
13 DETERMINE WHETHER, AND TO WHAT EXTENT, THE APPLICANT HAS ENGAGED
14 IN A PRE- CONSTRUCTION TRANSPARENT AND FAIR BIDDING PROCESS PRIOR TO
15 THE APPLICANT’S FILING. THIS SECTION SHALL NOT APPLY TO ECONOMIC
16 INCENTIVES INITIATED BY THE INGHAM COUNTY LAND BANK OR THE DEWITT
17 CHARTER TWP. – CITY OF LANSING NEXT MICHIGAN DEVELOPMENT
18 CORPORATION. THIS ORDINANCE SHALL NOT APPLY TO ANY ECONOMIC
19 INCENTIVE OR PROJECT APPROVED PRIOR TO THE EFFECTIVE DATE OF THE
20 ORDINANCE ADOPTING THIS SECTION.

21 **(E) PROJECT LABOR AGREEMENTS.** NOTHING IN THIS SECTION SHALL BE
22 INTERPRETED TO PROHIBIT OR REQUIRE AN APPLICANT, OR ANY CONTRACTOR

1 OR SUBCONTRACTOR OF AN APPLICANT, FROM REQUIRING IN BID
2 SPECIFICATIONS THAT A SUCCESSFUL BIDDER ENTER INTO A PROJECT LABOR
3 AGREEMENT OR OTHER COLLECTIVE BARGAINING AGREEMENT AS A
4 CONDITION OF CONTRACT AWARD.

5 **(F) VIOLATIONS.** IN THE EVENT AN APPLICANT VIOLATES THE REQUIREMENTS
6 OF THIS ORDINANCE, THE CITY MAY TAKE WHATEVER ACTION LEGALLY
7 PERMISSIBLE TO REVOKE ANY ECONOMIC INCENTIVE PURSUANT TO THE
8 WRITTEN AGREEMENT GRANTED AND MAY CAUSE THE APPLICANT TO BE
9 INELIGIBLE FOR FUTURE ECONOMIC INCENTIVES. ANY COMPLAINT MADE
10 CONCERNING AN ALLEGED VIOLATION OF A PROJECT’S WRITTEN AGREEMENT
11 MADE PURSUANT TO SECTION 206.25 (C) SHALL BE SUBMITTED TO THE CITY
12 ATTORNEY AND THE CITY COUNCIL WITH SUPPORTIVE DOCUMENTATION.

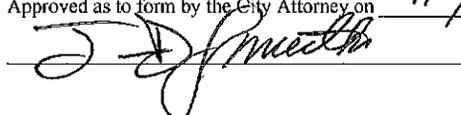
13 **(G) SUNSET.** THIS ORDINANCE SHALL EXPIRE ON A DATE FIVE YEARS FROM THE
14 DATE OF ENACTMENT.

15 Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules
16 inconsistent with the provisions hereof are hereby repealed.

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

20 Section 4. This ordinance shall take effect on the 30th day after enactment, unless given
21 immediate effect by City Council.

22 Approved as to form by the City Attorney on 11/10 2016

23 

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Chris Swope
Lansing City Clerk

November 10, 2016

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

Dear Councilmembers:

The Minutes from the Meetings of the following Boards, Commissions, and Authorities of the City of Lansing were placed on file in the City Clerk's Office and are available for review in the City Clerk's Office and on the City Clerk's website (www.lansingmi.gov/clerk) under the heading of "Documents Placed on File."

BOARD NAME

DATE OF MEETING

Downtown Lansing Inc

September 8, 2016

Boad of Police Commissioners

September 20, 2016

Board of Trustee Police and Fire Retirement

September 13, 2016
October 20, 2016

Board of Trustee Employee Retirement System

October 20, 2016

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

Sincerely,

Chris Swope, CMC
Lansing City Clerk



Chris Swope
Lansing City Clerk

November 10, 2016

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

Dear President and Council Members:

Pursuant to Section 7-110 of the Lansing City Charter, on October 31, 2016 the Mayor's Office placed on file with my office:

FY 2017 1st Quarter General Fund Status Report

This document is available for review at the office of the City Clerk and on the City Clerk's website (www.lansingmi.gov/clerk).

Sincerely,

A handwritten signature in cursive script 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: October 31, 2016
RE: FY 2017 1st Quarter General Fund Status Report

Pursuant to Section 7-110 of the City Charter, attached please find the General Fund Status Report for the first quarter of Fiscal Year 2017.

RECEIVED
2016 OCT 31 PM 4:01
LANSING CITY CLERK

General Fund Status Report – FY 2017 1st Quarter

Please see accompanying summary detail (page 3)

Revenues

In total, General Fund revenues collected in the first quarter of Fiscal Year 2017 (July – September) were slightly less than the average of the past three years' first quarter collection rates, as a percentage of year-end amounts, at 35.9% compared to 36.6%.

- The vast majority of **Property Taxes** are collected in the first month of the fiscal year. At the end of the first quarter this year, they were slightly below, as a percentage of budget, to the average of the past three year's first quarter collection rates due to State changes in personal property tax. FY 2017 is the first-year phase-out of personal property tax for parcels exceeding \$80,000. Where the majority of personal property taxes were previously collected in the first quarter of the year, State reimbursement for the phase-out will not be received until later in the year. It should be noted that property tax collections exceed budget at this time of year, but are subject to tax appeals and other adjustments throughout the year.
- As a percentage of budget, **Income Tax** collections were higher than the average collection rate for the past three years, at 9.6% of budget, compared to 9.4%. It should be noted that income tax revenues fluctuate from previous trends due to timing differences in remittances; however, the trend is consistent with that of the past several quarters.
- **State Revenue Sharing** and Fire Protection/Bad Driver Fees were on target for the first quarter.
- **Charges for Services** were somewhat lower than collection rates from the average of the same period for the last three years, at 17.3% of budget compared to 20.5% in prior years due lower code compliance administration fee receipts.
- In total, **Licenses and Permits** revenues were also on par with the average collection rate of the same period for the last three years as a percentage of year-end totals, at 2.5% of budget, compared to 2.2%. Licenses and permits make up only 1.5% of General Fund revenues.
- Collection rates for **Fines and Forfeiture** for the first quarter were higher as a percentage of year-end totals for the average of the last three years, at 15.4% of the budget compared to 11.8%, due mainly to penal case revenues.
- The City's **Return on Equity** payment from the Board of Water and Light (BWL), which accounts for 18% of General Fund revenues, is not collected until later in the year.
- As a category, **Interest and Rents** were behind previous years' trends due to timing of cell tower revenue payments. Interest revenue is posted as investments mature, the timing of which varies from year-to- year.
- **Other Revenues** were slightly lower as of the first quarter-end due to timing of interfund transfers.

(continued)

Expenditures

In total, taking into account the vacancy factor, expenditures for General Fund operating departments (excluding debt service and transfers to other funds) were within the budgetary target -- at 21.6% as of September 30, compared to a budgetary target (taking into account the timing of payroll dates) of 22.8%. All departments were within budgetary targets as of September 30th, with the exception of Human Relations & Community Services, resulting from work involved from the announcement of the closing of the Magnuson Hotel.

Summary

For the first quarter, total General Fund revenues and expenditures were close to budgetary expectations, taking into account changes in personal property taxation and reimbursement.

General Fund Status Report – FY 2017 (as of September 30, 2016)

Revenues	Annual Budget	Actual as of 09/30/16	Percent of Budget	Avg. Percent of Year-End Actuals as of September 30 FY 2014 - 2016
Property Taxes	\$ 38,952,000	\$ 38,690,130	99.3%	100.5%
Income Taxes	33,150,000	3,183,295	9.6%	9.4%
Revenue Sharing	15,655,900	70,209	0.4%	0.5%
Licenses & Permits	1,652,500	40,540	2.5%	2.2%
Charges for Services	9,153,500	1,581,342	17.3%	20.5%
Fines & Forfeitures	2,960,100	454,366	15.4%	11.8%
Interest & Rent	38,500	16,484	42.8%	52.4%
Return on Equity	22,000,000	300,000	1.4%	1.4%
Other Revenue	437,500	119,748	27.4%	29.4%
Total Revenues	\$ 124,000,000	\$ 44,456,114	35.9%	36.6%
Less: Addition to Reserves	(500,000)			
	\$ 123,500,000			

Expenditures	Annual Budget	Actual as of 09/30/16	Percent of Budget	09/30/16
				Budgetary Target
Council	\$ 675,800	\$ 132,830	19.7%	22.0%
Internal Audit	202,200	28,364	14.0%	23.9%
Courts	6,247,400	1,309,520	21.0%	23.3%
Mayor's Office	1,050,200	237,085	22.6%	23.5%
Media Center	415,600	87,781	21.1%	24.1%
Financial Empowerment Center	182,100	28,802	15.7%	24.6%
Clerk's Office	1,018,700	255,758	25.1%	26.7%
Planning & Neighborhood Development	1,091,500	240,627	22.0%	25.8%
Finance	5,063,800	951,318	18.8%	23.2%
Human Resources	2,139,000	506,715	23.7%	23.5%
Attorney's Office	1,880,700	392,744	20.9%	23.1%
Vacancy Factor	(800,000)	-		
Police	38,952,900	8,195,227	21.0%	22.0%
Fire	33,612,300	7,523,533	22.4%	22.4%
Public Service	10,867,100	2,167,227	19.9%	24.9%
Human Relations & Community Service	1,249,200	364,954	29.2%	23.2%
Parks & Recreation	7,893,900	1,715,143	21.7%	24.0%
Subtotal - Departmental Budgets	\$ 111,742,400	\$ 24,137,427	21.6%	22.8%
Human Services & City Supported Agencies	\$ 1,868,900	\$ 348,070	18.6%	
Library Lease	165,000	23,610	14.3%	
Debt Service	1,045,200	-	0.0%	
Transfers	8,678,500	7,575,072	87.3%	
Subtotal - Non-departmental Budgets	11,757,600	7,946,751		
Total General Fund	\$ 123,500,000	\$ 32,084,178		

Please see Pages 1 and 2 for an explanation of revenues and expenditures.

⁽¹⁾ Note: Year-to-date revenue is always greater than expenditures at this time of year, as property taxes, accounting for 31% of General Fund revenues, are collected at the beginning of the year. Property taxes include delinquent amounts that will be reimbursed by the counties upon settlement. Property tax collections exceed budget at this time of year, but are subject to tax appeals and other adjustments throughout the year.

⁽²⁾ No debt service payments were due as of September 30.



OFFICE OF THE MAYOR

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

Virg Bernero, Mayor

TO: City Council President Judi Brown Clarke and Councilmembers
FROM: Mayor Virg Bernero
DATE: 11/10/16
RE: Fluid Chillers Expansion Brownfield Plan #66

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

VB/rh
Attachment



City of Lansing
Inter-Departmental
Memorandum



To: Virg Bernero, Mayor
From: Karl Dorshimer - LEAP
Subject: CITY COUNCIL AGENDA ITEM - Fluid Chillers Expansion Brownfield Plan #66
Date: November 2, 2016

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

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

Attachments

BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING
RESOLUTION APPROVING BROWNFIELD PLAN #66
FLUID CHILLERS EXPANSION REDEVELOPMENT PROJECT

WHEREAS, the Brownfield Redevelopment Authority (the 'Authority') of the City of Lansing, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act, Public Act 381 of 1996, as amended, (the 'Act') has prepared a Brownfield Plan, submitted to Council and placed on file in the office of City Clerk, LBRA Brownfield Plan #66 – Fluid Chillers Expansion Redevelopment Project (the 'Plan'); and

WHEREAS, a public hearing was held by the Lansing City Council on December 12, 2016 and at least 10 days before the public hearing the taxing jurisdictions were provided notice to be fully informed about the fiscal and economic implications of the proposed Plan and given a reasonable opportunity to express their views and recommendations regarding the Plan in accordance with Section 13 (10) and 14(1) of the Act; and

WHEREAS, the Lansing City Council, before and during its public hearing on the December 12, 2016, reviewed testimony and evidence regarding the Plan, and found that:

1. the Plan provides for the reimbursement of costs attributable to eligible activities to the developer and the Authority,
2. the Project includes, in addition to the eligible activities identified in the Plan, the redevelopment of the property,
3. the Project may result in new private investment of approximately \$1,000,000,
4. the Plan provides for the capture of property tax increment revenues due to the private investment on the site, and devotes them to repaying the Authority for its costs associated with eligible activities it performs, and to repaying the developer for their costs associated with eligible activities they perform, in accordance with the Plan,

WHEREAS, the Authority Board of Directors, at its meeting on November 4, 2016, unanimously recommended approval of the Plan, for this Project;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, after having duly considered the Plan, finds it is in compliance with the provisions of the Act and further finds:

- The Plan constitutes a public purpose under the Act;
- The Plan meets all of the requirements for a Brownfield Plan set forth in Section 13 of the Act;

- The proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and the Authority has the ability to arrange the financing;
- The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
- The amount of the captured taxable value estimated to result from the adoption of the Plan is reasonable.

IT IS FINALLY RESOLVED that the Lansing City Council hereby approves the LBRA 'Brownfield Plan #66 – Fluid Chillers Expansion Redevelopment Project'.

BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING
RESOLUTION TO SET A PUBLIC HEARING FOR
BROWNFIELD PLAN #66
FLUID CHILLER EXPANSION REDEVELOPMENT PROJECT

WHEREAS, the Lansing Brownfield Redevelopment Authority has prepared and forwarded an approved Brownfield Plan pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for property commonly referred to as 3005 Alpha Access Street located in the City of Lansing; and

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

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

NOW, THEREFORE, BE IT RESOLVED that a public hearing be held in the City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on December 12, 2016 at 7:00 p.m. on Brownfield Plan #66 – Fluid Chiller Redevelopment Project under the Brownfield Redevelopment Financing Act, for property more particularly described as:

A parcel of land in the Southwest ¼ of Section 27, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, including all of Lot 12 and Lot 13 and part of Lot 14 of CENTRAL WAREHOUSING a subdivision of part of the Southwest ¼ of Section 27, Town 4 North, Range 2 West, Lansing Township (now City of Lansing), Ingham County, Michigan, a recorded in Liber 16 of Plats, Page 43, Ingham County Records; the surveyed boundary of this parcel described as: Commencing at the South ¼ corner of said Section 27; thence N00°03'11"W, along the North-South ¼ line of Section 27, 1537.89 feet to the POINT OF BEGINNING of this parcel; thence S89°52'57"W, parallel with the East-West ¼ line of Section 27, 882.33 feet to the east line of Alpha Street and the southwest corner of Lot 12 of CENTRAL WAREHOUSING a subdivision; thence N16°45'00"W, along the east line of Alpha Street, 268.65 feet; thence N89°52'57"E, parallel with the East-West ¼ line of Section 27, 959.52 feet to the North-South ¼ line of Section 27; thence S00°03'11"E, along the North-South ¼ line, 257.42 feet to the POINT OF BEGINNING; containing 5.44 acres of land, Parcel # 33-01-01-27-327-113.

And that the City Clerk cause notice of such hearing to be published twice in a publication of general circulation, no less than 10 days or more than 40 days prior to the date of the public hearing, and that the City Clerk also cause the legislative body of each taxing unit levying ad valorem taxes on this property, to be notified of Brownfield Plan #66 – Fluid

Chiller Expansion Redevelopment Project and the scheduled public hearing.

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on December 12, 2016 at 7:00 p.m. in the City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the approval of Brownfield Plan #66 – Fluid Chillers Expansion Redevelopment Project pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for property commonly referred to as 3005 Alpha Access Street located in the City of Lansing, but more particularly described as:

A parcel of land in the Southwest $\frac{1}{4}$ of Section 27, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, including all of Lot 12 and Lot 13 and part of Lot 14 of CENTRAL WAREHOUSING a subdivision of part of the Southwest $\frac{1}{4}$ of Section 27, Town 4 North, Range 2 West, Lansing Township (now City of Lansing), Ingham County, Michigan, a recorded in Liber 16 of Plats, Page 43, Ingham County Records; the surveyed boundary of this parcel described as: Commencing at the South $\frac{1}{4}$ corner of said Section 27; thence N00°03'11"W, along the North-South $\frac{1}{4}$ line of Section 27, 1537.89 feet to the POINT OF BEGINNING of this parcel; thence S89°52'57"W, parallel with the East-West $\frac{1}{4}$ line of Section 27, 882.33 feet to the east line of Alpha Street and the southwest corner of Lot 12 of CENTRAL WAREHOUSING a subdivision; thence N16°45'00"W, along the east line of Alpha Street, 268.65 feet; thence N89°52'57"E, parallel with the East-West $\frac{1}{4}$ line of Section 27, 959.52 feet to the North-South $\frac{1}{4}$ line of Section 27; thence S00°03'11"E, along the North-South $\frac{1}{4}$ line, 257.42 feet to the POINT OF BEGINNING; containing 5.44 acres of land, Parcel # 33-01-01-27-327-113.

Approval of this Brownfield Plan will enable the Lansing Brownfield Redevelopment Authority to capture incremental tax increases which result from the redevelopment of the property to pay for costs associated therewith. Further information regarding this issue, including maps, plats, and a description of the brownfield plan will be available for public inspection and may be obtained from Karl Dorshimer – Director of Economic Development, Lansing Economic Area Partnership, 1000 South Washington, Suite 201, Lansing, MI 48912, (517) 702-3387.



PROVIDING SERVICES NATIONWIDE

Corporate Headquarters - Lansing Michigan
Toll free: 800-485-0090 - Corporate fax: 877-884-5775

**LANSING BROWNFIELD
REDEVELOPMENT AUTHORITY**

BROWNFIELD PLAN #66

October 12, 2016

**FOR THE FLUID CHILLERS EXPANSION
LOCATED AT 3005 ALPHA ACCESS STREET,
LANSING, MICHIGAN**

Approved by Lansing Brownfield Redevelopment Authority: _____
Approved by Lansing City Council: _____

Prepared on Behalf of:

Ayres Real Estate Holdings, LLC
2730 Alpha Access Street
Lansing, Michigan 48910
Contact Person: Mr. Tim Ayres
Telephone: (517) 484-9190

Prepared By:

PM Environmental, Inc.
3340 Ranger Road
Lansing, Michigan 48906
Contact Person: Jessica DeBone
Telephone: (517) 321-3331

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Appendix C Preliminary Site Plans and Elevations

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PROJECT SUMMARY

Project Name:	Fluid Chillers Expansion
Project Location:	The property is located at 3005 Alpha Access Street in Township four north (T.4N), Range two west (R.2W), Section 27, Lansing, Ingham County Michigan 48910 (the "Property").
Type of Eligible Property:	The property is determined to be "Functionally Obsolete"
Eligible Activities:	Baseline Environmental Site Assessment Activities, Asbestos Containing Materials (ACM) Survey, Demolition, Infrastructure Improvements, Site Preparation, and Preparation of a Brownfield Plan and Act 381 Work Plan.
Developer Reimbursable Costs:	\$328,740 (includes eligible activities and 15% contingency)
LSRRF Reimbursement	\$10,035
Years to Complete Reimbursement :	12 Years from date of Plan approval
Estimated Capital Investment:	Approximately \$1 million (including Acquisition, Hard and Soft Costs)
Project Overview:	This project includes demolition, retrofitting and additions onto an existing structure for the expansion of a locally based business, Fluid Chillers, Inc., who serves companies worldwide. This expansion will allow Fluid Chillers to continue operations and grow in the City of Lansing, both retaining and creating long term jobs in the community. It is estimated that 20 construction jobs and 15 new permanent jobs in the first three years and an additional 10 expected by year 5 will be created in association with this expansion. The increase in jobs will result in an increase of City tax income revenue. The existing 34 permanent jobs will be retained.

I. INTRODUCTION AND PURPOSE

In order to promote the revitalization of environmentally distressed, historic, functionally obsolete and blighted areas within the boundaries of Lansing (“the City”), the City has established the Lansing Brownfield Redevelopment Authority (LBRA) the “Authority” pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended (“Act 381”).

The purpose of this Brownfield Plan (the “Plan”) is to promote the redevelopment of and investment in the eligible “Brownfield” Property within the City, to facilitate financing of eligible activities at the Property. Inclusion of Property within any Plan in the City will facilitate financing of eligible activities at eligible properties, and will provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as “Brownfields.” By facilitating redevelopment of the Property, this Plan is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Brownfield Redevelopment Authority.

The identification or designation of a developer or proposed use for the Property that is subject to this Plan shall not be integral to the effectiveness or validity of this Plan. This Plan is intended to apply to the eligible property identified in this Plan and, to identify and authorize the eligible activities to be funded. Any change in the proposed developer or proposed use of the eligible property shall not necessitate an amendment to this Plan, affect the application of this Plan to the eligible property, or impair the rights available to the Authority under this Plan.

This Plan is intended to be a living document, which may be modified or amended in accordance with and as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

This Brownfield Plan contains information required by Section 13(1) of Act 381.

II. GENERAL PROVISIONS

A. Description of the Eligible Property (Section 13 (1)(h)) and Project

The Eligible Property consists of one (1) legal parcel totaling approximately 5.44 acres with a street address of 3005 Alpha Access Street, Lansing, Ingham County, Michigan (the “Property”). This parcel was recently split from a larger parcel referred to at 2727 South Pennsylvania Avenue, parcel ID 33-01-01-27-327-113.

Ayres Real Estate Holdings, LLC a development entity of Fluid Chillers, Inc., or any affiliate, or such other developer as approved by the Authority, are collectively the project developer (“Developer”).

Fluid Chillers, Inc. is a US based manufacturer of industrial chillers, medical chillers, food chillers, oil chillers, and all process fluid cooling systems from 1/8 tons to 500 ton capacity. Fluid Chillers has been in business and headquartered in Lansing since 2007 and is the fastest growing chiller/cooler company in North America. In the past year Fluid Chillers has seen growth rates of 35% with another 30% anticipated for this coming year. They serve clients that include large automotive suppliers, 3M, CocaCola, Johnson & Johnson, Rubbermaid, General Mills, Exxon Mobil, Nestle, numerous Universities across the United States and many others. In addition, they work with Lansing Community College and local schools to invest in training efforts for current and potential employees. Fluid Chillers provides jobs based in advanced manufacturing

and engineer. The proposed project outlined within this plan is part of Fluid Chillers continued efforts to invest and further expand within the city.

The parcel is currently zoned G-2 Wholesale, the Property is commercially developed with a 13,886 square foot vacant warehouse building in an area characterized by commercial and warehouse uses.

Standard and other historical sources were able to document the current building was constructed in 1966/1967, on previously vacant land. The property was occupied by a beverage distribution company (Spadafore) from construction until the early 1970s, utilized by the Michigan Department of Natural Resources (DNR) for office use, storage, and fish testing from the early 1970s until the late 1980s, and has been utilized for general warehousing for the adjoining hospital since at least 1991, and likely since the late 1980s.

Property location maps are included in Appendix A, the Property's legal description is included in Appendix B.

The proposed redevelopment includes demolition of the current addition on the north side of the building (which totals approximately 2,300 square feet), to prepare the property for a larger 5,000 square foot addition. The approximate 5,000 square foot addition will be incorporated into the existing warehouse building to maximize both spaces and will include a new loading dock. The existing warehouse building will undergo renovations including the relocation and upgrade of existing electrical utilities to meet modern demands upgrades to the design and fixtures of the existing bathrooms and break rooms, and the installation of new lighting, flooring, and other fixtures throughout the remainder of the building.

An additional expansion will be made to the back of the building totaling approximately 21,000 square feet. These initial improvements and additions will allow Fluid Chillers to move and expand their current operations into the newly improved building. This will be followed by upgrades to the four existing offices, reception and entry way to create more modern work spaces and an improved façade. Two new office additions will be made to the front of the building totaling approximately 1,500 square feet.

A final addition will be made approximately 12 to 24 months following business relocation activities, adding another 16,800 square feet to the back of the building. This will allow the company to expand their existing operations and employment base.

Facades will be applied to all additions to create a cohesive look to the building and parking lot improvements will be made as the building grows. The sidewalks, curbs and gutters will require replacement along Alpha Access Street to improve upon the current conditions. Overall the building will expand to approximately 55,000 square feet from the existing 13,866 square feet.

Demolition activities are anticipated to begin in the late fall of 2016 with new construction and renovations to take place in the spring of 2017. Renovations will continue over a two-year period as operations are relocated and expansion is ready to take place. Fluid Chillers will invest an estimated \$1 million in the development and create approximately 20 construction jobs, retain 34 existing jobs, and create 15 permanent jobs over the next three years with an additional 10 anticipated by year 5.

Preliminary site plans and elevations are included in Appendix C.

B. Basis of Eligibility (Section 13 (1)(h) and Section 2(o))

The Property is considered “Eligible Property” as defined by Act 381, Section 2 because: (a) it is located in a qualified local governmental unit and (b) a parcel comprising the Property has been determined to be a “functionally obsolete” by a Michigan Master Assessing Officer (MMAO) (formerly Level IV) as described below.

The Property was determined to be obsolete due to the following conditions:

- Uneven floor levels between building sections;
- Potential for water pooling at the location of the ramp between the original building and the north addition;
- Lack of restrooms in the office portion of the building and
- Building placement limiting truck sizes on the property.

The functional obsolescence determination is provided in Appendix D.

C. Summary of Eligible Activities and Description of Costs (Sec. 13 (1)(a-b))

Tax Increment Financing revenues will be used to reimburse the costs of “eligible activities” (as defined by Section 2 of Act 381) as permitted under the Brownfield Redevelopment Financing Act that include: baseline environmental site assessments, asbestos survey, demolition, infrastructure improvements, site preparation and preparation of a Brownfield Plan and Act 381 Work Plan. A summary of eligible activities is provided below with a complete itemization of these activity expenses included in Appendix E.

The following eligible activities and budgeted costs are intended as part of the development of the property and are to be financed solely by the developer. All activities are intended to be “Eligible Activities” under the Brownfield Redevelopment Financing Act. The Authority is not responsible for any cost of eligible activities and will incur no debt. The Authority is not obligated to reimburse any eligible activities conducted after October 31, 2019.

Eligible Activities	Total Estimated Costs	MSF Act 381 Eligible Activities	LSRRF Act 381 Eligible Activities Reimbursement (Local Only)
Baseline Environmental Site Assessment Activities	\$8,235		\$8,235
Asbestos Activities	\$1,800		\$1,800
Demolition Activities	\$28,000	\$28,000	
Infrastructure Improvements	\$12,000	\$12,000	
Site Preparation	\$232,817	\$232,817	
Brownfield/Work Plan Preparation	\$15,000	\$15,000	
Subtotal	\$297,852	\$287,817	\$10,035
15% Contingency*	\$40,923	\$40,923	\$0
Subtotal	\$338,775	\$328,740	\$10,035

* 15% contingency excludes the cost of baseline environmental assessment activities and preparation of the Brownfield Plan and Act 381 Work Plan

Administrative Activities	
LBRA Admin Fee (5% Annually)	\$13,617
LSRRF (5% Annually)	\$13,617
State Brownfield Fund	\$18,985
Total	\$46,219

D. Estimate of Captured Taxable Value and Tax Increment Revenues (Sec. 13 (1)(c))

Incremental taxes on real property included in the redevelopment project will be captured under this Plan to reimburse eligible activity expenses. The taxable value of the real property was \$0 (exempt) for the current tax year. The estimated taxable value of the completed development is \$550,000. This assumes a three-year phase-in for completion of the redevelopment and phased increases based on the development timeline for the planned additions. This has been incorporated into the tax increment financing assumptions for this Plan. An annual increase in taxable value of 1% has been used for calculation of future tax increments in this Plan. Appendix F details the estimate of capture tax increment revenues for each year of the Plan from the eligible property.

E. Method of Financing and Description of Advances by the Municipality (Sec. 13 (1)(d))

Redevelopment activities at the property will be funded by Ayres Real Estate Holdings, LLC. Costs for eligible activities funded by Ayres Real Estate Holdings, LLC will be repaid under the Michigan Brownfield Redevelopment Financing Program (Michigan Public Act 381, as amended) with incremental taxes generated by future development of the property. The LBRA funded environmental assessment activities through their Local Site Remediation Revolving Fund (LSRRF) on this property totaling \$10,035 for Phase I and Phase II Environmental Site Assessments (ESAs) and an ACM Survey. No additional advances will be made by the LBRA for this project. All reimbursements authorized under this Brownfield Plan, as amended shall be guided by the Reimbursement Agreement.

F. Maximum Amount of Note or Bonded Indebtedness (Sec. 13 (1)(e))

No note or bonded indebtedness will be incurred by any local unit of government for this project.

G. Duration of Brownfield Plan (Sec. 13 (1)(f))

The duration of this Plan should not be less than the period required to reimburse all eligible activities and tax increment revenue intended to be captured by the LBRA for their Local Site Remediation Revolving Loan Fund (LSRRF). In no event, however, shall this Plan extend beyond 12 years from the date of its approval by the Lansing City Council, without the approval of the LBRA and the Lansing City Council.

H. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions (Sec. 13 (1)(g))

The local tax capture shall be applied annually in the following order of priority: 1. Payment of LBRA Administrative Fee, 2. Payment of deposit into LBRA LSRRF, 3. Repayment of LBRA LSRRF funds used or loaned to the project, 4. Reimbursement of LBRA approved Developer Eligible Activity costs.

*Brownfield Plan for the proposed Fluid Chillers Expansion
Located at 3005 Alpha Access Street, Lansing, Michigan
PM Project No. 01-7254-1-0001; October 12, 2016*

Ten percent of taxes will be captured for taxing jurisdictions on local captured millages throughout the duration of this Plan totaling approximately \$27,234. The table below outlines the new tax revenue that is estimated under this Plan over a 12 year period.

Millage	Rate	Taxes Generated for Life of Plan	Tax Increment Revenue Captured by Plan	Capture for Local Tax Units
Ingham County	3.0331	\$19,194	\$17,275	\$1,919
Airport Authority	0.6990	\$4,423	\$3,981	\$442
CATA	3.0070	\$19,029	\$17,126	\$1,903
CADL - Library	1.5600	\$9,872	\$8,885	\$987
Zoo Millage	0.4100	\$2,595	\$2,335	\$259
Lansing Operating	19.4400	\$123,022	\$110,719	\$12,302
Lansing Community College	3.8072	\$24,093	\$21,684	\$2,409
Ingham Intermediate	4.6956	\$29,715	\$26,744	\$2,972
Ingham County Sum	6.3842	\$40,401	\$36,361	\$4,040
Subtotal	43.0361	\$ 272,344	\$245,110	\$27,234
School Operating	18.0000	\$113,909	\$113,909	
SET	6.0000	\$37,970	\$37,970	
Subtotal	24.0000	\$ 151,878	\$ 151,878	
Lansing Debt	0.2600	\$1,645		\$1,645
Lansing School Debt	2.4000	\$15,188		\$15,188
Subtotal	2.6600	\$16,833		\$16,833
Total		\$ 441,055	\$396,988	\$ 44,067

Total Activities Reimbursed by TIF	Estimated Costs
Developer Reimbursement (including a 15% contingency)	\$ 328,740
LBRA Local Site Remediation Revolving Fund Reimbursement	\$ 10,035
LBRA Administrative Fees (5% of tax increment revenue)	\$ 13,617
LBRA Local Site Remediation Revolving Fund (5% of tax increment revenue)	\$ 13,617
3 Mills to State Brownfield Fund	\$ 18,985
Total	\$384,994

Tax Increment for Local Tax Units Breakout	Estimated Costs
Non-Capturable Millages	\$ 16,833
10% Capture for Local Tax Units	\$ 27,234
Remaining Tax Increment Estimated in Year 12	\$ 11,994
Total	\$ 56,061

For a complete breakdown of the captured millages and developer reimbursement please see "Table 2" in Appendix F.

I. Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property (Sec. 13 (1)(h))

Property location maps are included in Appendix A.

The legal description of the Property included in this Plan is attached in Appendix B.

A copy of the Functional Obsolescence Determination is included in Appendix D.

Personal property is not included in this plan as it is anticipated that personal property will be eligible under the Eligible Manufacturing Personal Property (EMPP) exemption.

J. Displacement/Relocation of Individuals on Eligible Property (Sec. 13 (1)(i-l))

No displacement of residents or families is expected as part of this project.

K. Local Site Remediation Revolving Fund ("LSRRF") (Sec. 13 (1)(m))

The LBRA funded environmental assessment activities through their LSRRF on this property totaling \$10,035 for Phase I and Phase II Environmental Site Assessments (ESAs) and an - (ACM) Survey. This total will be reimbursed utilizing Tax Increment Revenues.

L. Other Material that the Authority or Governing Body Considers Pertinent (Sec. 13 (1)(n))

None.

Appendix A



S Pennsylvania Ave

S Pennsylvania Ave

Alpha Access St

Old McLaughlin Rd

McLaughlin Rd

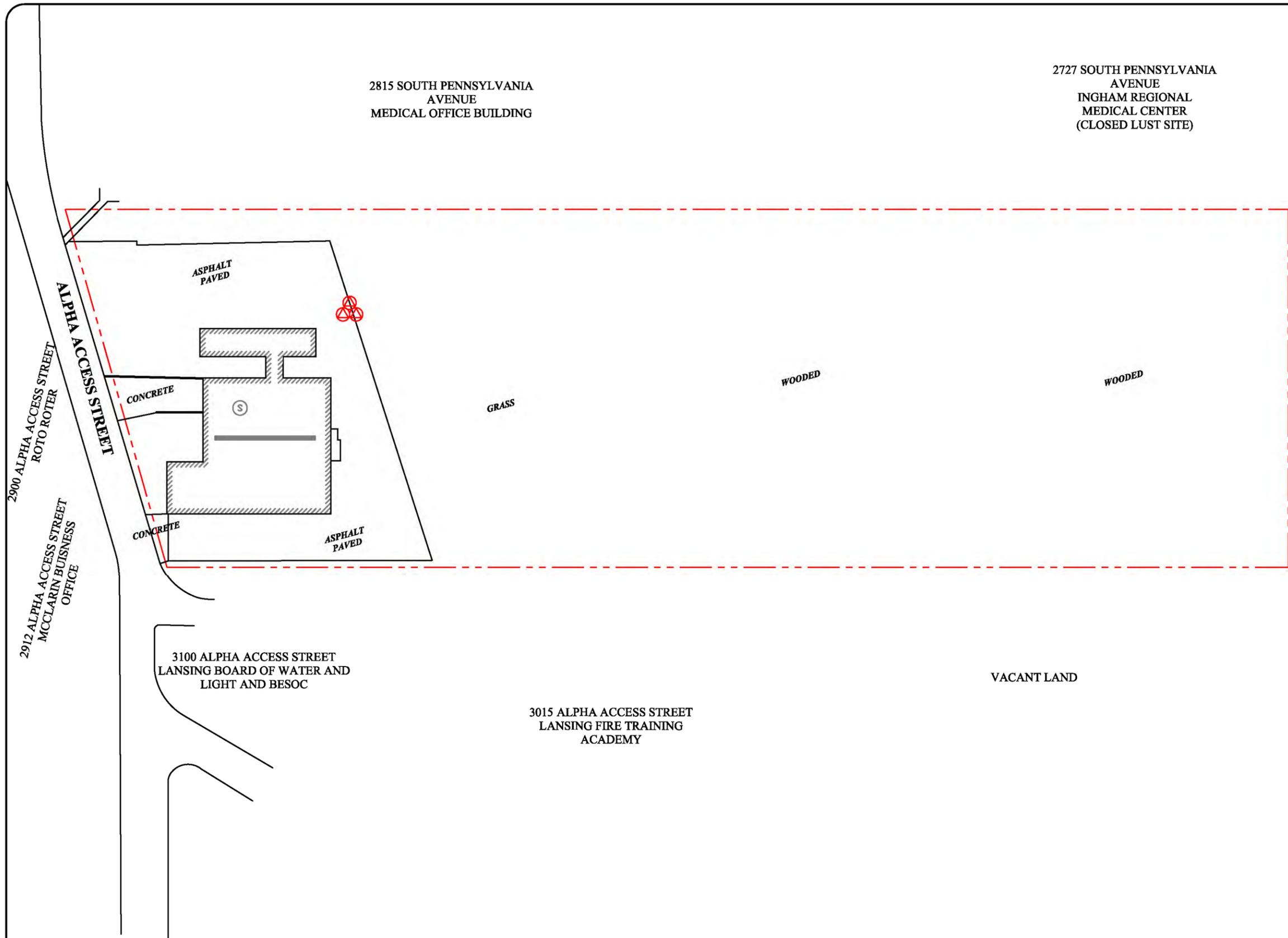
McLaughlin Dr

Alpha Access St



2815 SOUTH PENNSYLVANIA AVENUE
MEDICAL OFFICE BUILDING

2727 SOUTH PENNSYLVANIA AVENUE
INGHAM REGIONAL MEDICAL CENTER
(CLOSED LUST SITE)



LEGEND:

-  SUBJECT PROPERTY
-  POLE MOUNTED TRANSFORMER
-  SUMP
-  SEALED TRENCH DRAIN



FIGURE 2
GENERALIZED DIAGRAM OF THE SUBJECT PROPERTY AND ADJOINING PROPERTIES

PROJ: COMMERCIAL PROPERTY
3005 ALPHA ACCESS STREET
LANSING, MI

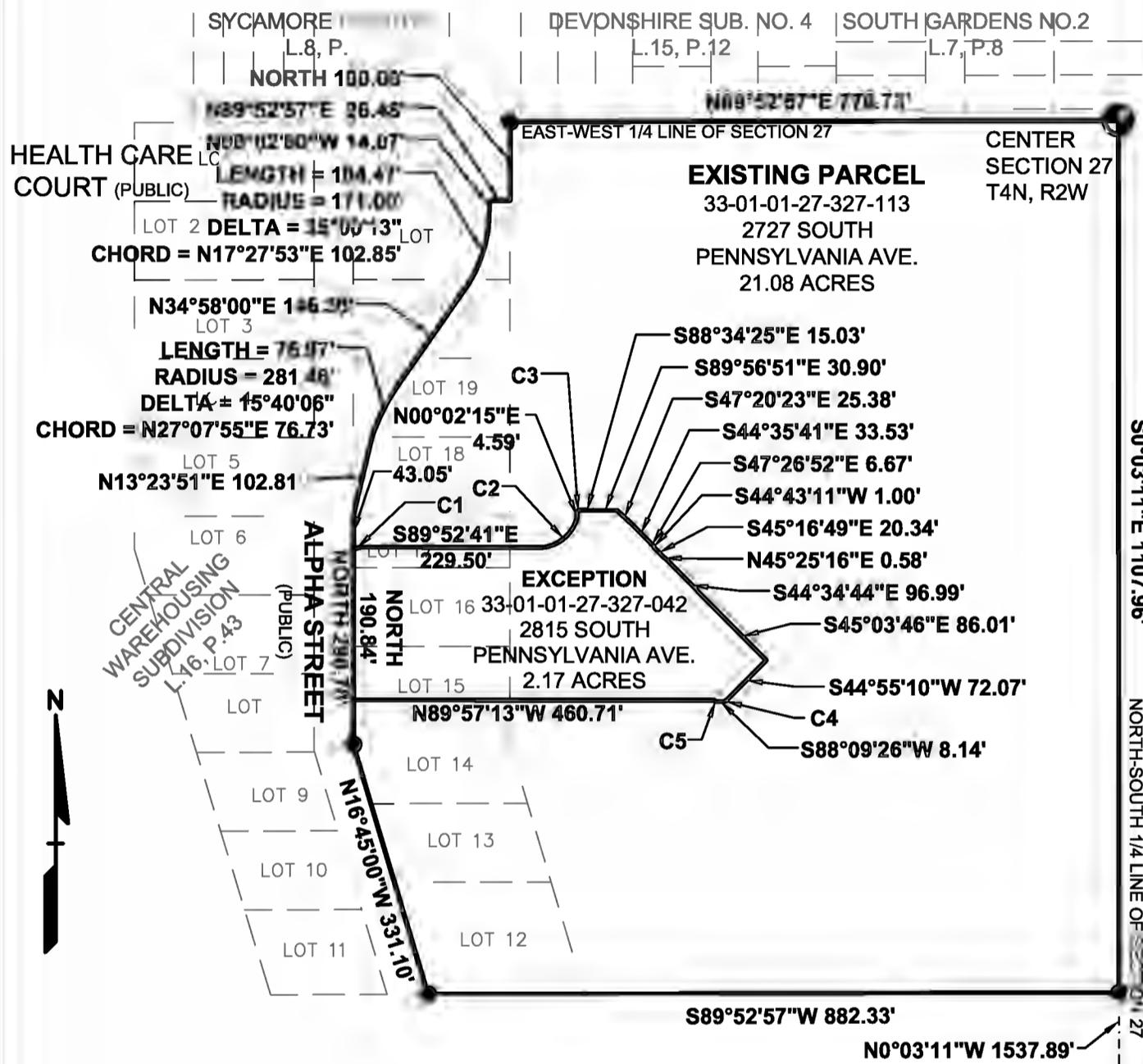
THIS IS NOT A LEGAL SURVEY	DRN BY: CS	DATE: 6/24/2016
VERIFY SCALE	CHKD BY: JS	SCALE: 1" = 80'
0 80'	FILE NAME: 01-7254-0-001F02R00	

IF NOT 1" ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

Appendix B



CERTIFICATE OF SURVEY



CURVE 1 (C1)
LENGTH = 10.63'
RADIUS = 26.82'
CHORD = N72°22'21"E 10.57'

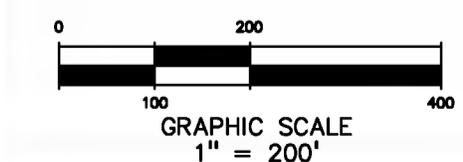
CURVE 2 (C2)
LENGTH = 63.73'
RADIUS = 50.91'
CHORD = N50°35'31"E 59.65'

CURVE 3 (C3)
LENGTH = 8.50'
RADIUS = 4.70'
CHORD = N47°06'52"E 7.39'

CURVE 4 (C4)
LENGTH = 3.73'
RADIUS = 4.47'
CHORD = S67°51'35"W 3.62'

CURVE 5 (C5)
LENGTH = 4.62'
RADIUS = 5.40'
CHORD = N67°50'27"W 4.48'

SOUTH 1/4 SECTION 27 T4N, R2W



- LEGEND
- ⊗ IRON SET #32334
 - IRON FOUND
 - ∅ P.K. NAIL SET
 - ⊙ MONUMENT FOUND
 - ⊕ SECTION CORNER FOUND



PEA, Inc.
7927 Nemco Way, Ste 115
Brighton, MI 48116
t: 517.546.8583
f: 517.546.8973
www.peainc.com

CLIENT: McLaren Greater Lansing
G-3231 Beecher Road
Flint, MI., 48532

SCALE: 1" = 200'
DATE: 19-Aug-2016

JOB No: 2016-163
DWG. No: 1 of 4

CERTIFICATE OF SURVEY

DESCRIPTION EXISTING PARCEL

(Tax Parcel No. 33-01-01-27-327-113; 21.08 acres)

A Parcel of land in the Southwest 1/4 of Section 27, T4N, R2W, City of Lansing, Ingham County, Michigan, the surveyed boundary of said parcel described as: Commencing at the South 1/4 corner of said Section 27; thence N00°03'11"W along the North-South 1/4 line of said Section 1537.89 feet to the point of beginning of this description; thence S89°52'57"W parallel with the East-West 1/4 line of said Section 882.33 feet to the East line of Alpha Street, said point also being the Southwest corner of Lot 12 of Central Warehousing Subdivision, as recorded in Liber 16 of Plats, Page 43, Ingham County Records; thence along said East line the following seven courses: N16°45'00"W 331.10 feet; thence North 290.70 feet to the Southwest corner of Lot 18 of said Plat; thence N13°23'51"E 102.81 feet; thence 76.97 feet Northeasterly along the arc of a curve to the right, said curve having a radius of 281.46 feet, a delta angle of 15°40'06", and a chord length of 76.73 feet bearing N27°07'55"E; thence N34°58'00"E 146.30 feet; thence 104.47 feet Northeasterly along the arc of a curve to the left, said curve having a radius of 171.00 feet, a delta angle of 35°00'13", and a chord length of 102.85 feet bearing N17°27'53"E; thence N00°02'00"W 14.07 feet to the North line of Lot 21 of said Subdivision; thence N89°52'57"E along said North line 26.48 feet to the East line of said Subdivision; thence North along said East line 100.00 feet to said East-West 1/4 line; thence N89°52'57"E along said East-West 1/4 line and along the South lines of Devonshire Subdivision No. 4, as recorded in Liber 15 of Plats, Page 12, Ingham County Records, and South Gardens No. 2 Subdivision, as recorded in Liber 7 of Plats, Page 8, Ingham County Records, a distance of 776.73 feet to the Center of said Section; thence S00°03'11"E along said North-South 1/4 line 1107.96 feet to the point of beginning; said parcel containing 23.25 acres more or less; said parcel subject to all easements and restrictions if any.

EXCEPT WARRANTY DEED LIBER 3133, PAGE 986, INGHAM COUNTY RECORDS

(Tax Parcel No. 33-01-01-27-327-042; 2.17 acres)

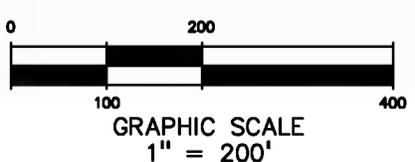
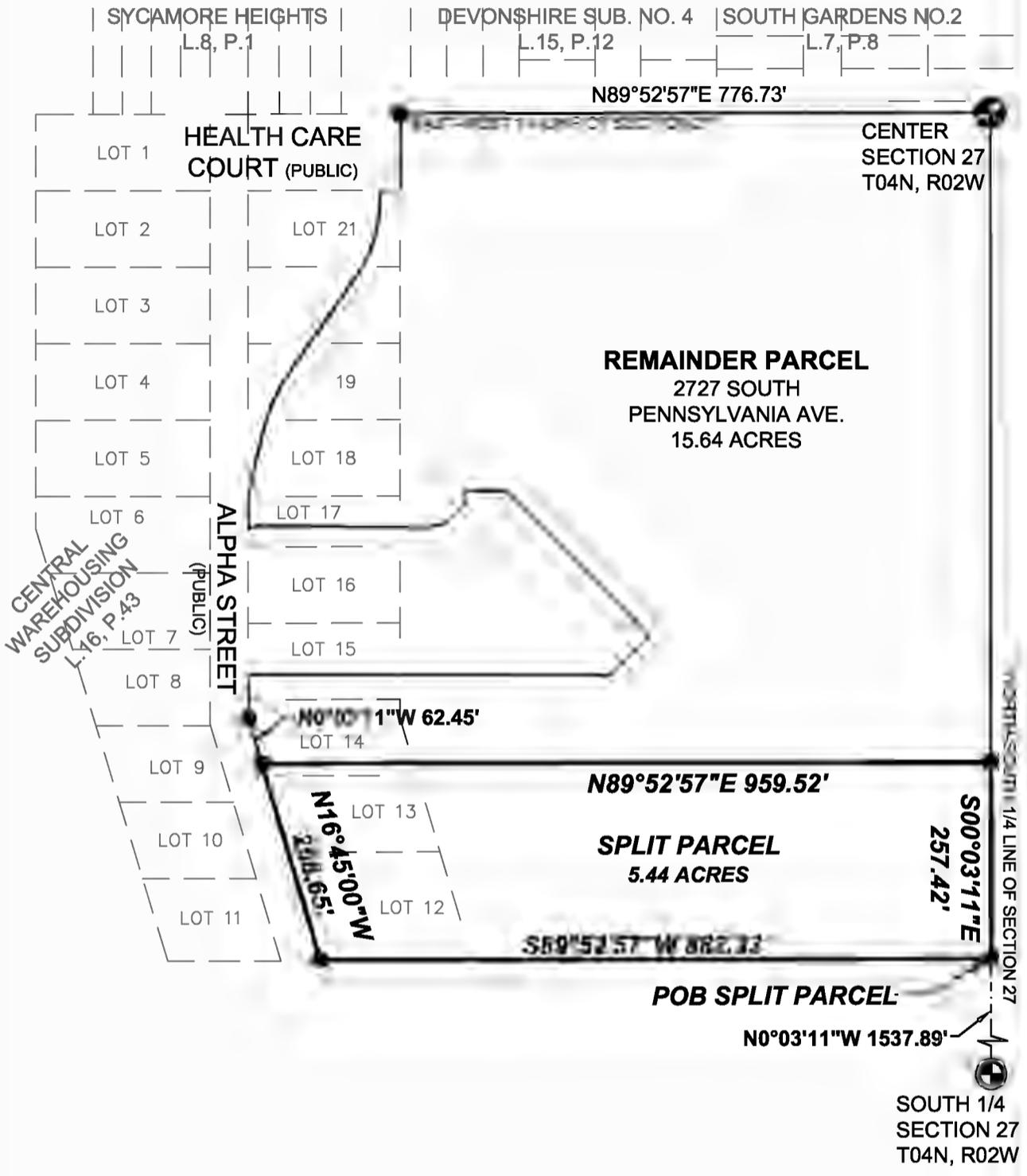
A part of Lot 15 and 17 and all of Lot 16 Central Warehousing a subdivision of part of the SW 1/4 of Section 27, T4N, R2W, Lansing Township (now City of Lansing), Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 16 of Plats, Page 43, Ingham County Records, and a part of the Southwest 1/4 of said Section 27; described as beginning at a point S00°00'00"W 43.05 feet along the West line of said Lot 17 from the Northwest corner of said Lot 17; thence Northeasterly 10.63 feet along the arc of a 26.82 foot radius to the right whose chord bears N72°22'21"E 10.57 feet; thence S89°52'41"E 229.50 feet; thence Northeasterly 63.73 feet along the arc of a 50.91 foot radius curve to the left whose chord bears N50°35'31"E 59.65 feet; thence N00°02'15"E 4.59 feet; thence Northeasterly 8.50 feet along the arc of a 4.70 foot radius curve to the right whose chord bears N47°06'52"E 7.39 feet; thence S88°34'25"E 15.03 feet; thence S89°56'51"E 30.90 feet; thence S47°20'23"E 25.38 feet; thence S44°35'41"E 33.53 feet; thence S47°26'52"E 6.67 feet; thence S44°43'11"W 1.00 feet; thence S45°16'49"E 20.34 feet; thence N45°25'16"E 0.58 feet; thence S44°34'44"E 96.99 feet; thence S45°03'46"E 86.01 feet; thence S44°55'10"W 72.07 feet; thence Southwesterly 3.73 feet along the arc of a 4.47 foot radius curve to the right whose chord bears S67°51'35"W 3.62 feet; thence S88°09'26"W 8.14 feet; thence Northwesterly 4.62 feet along the arc of a 5.40 foot radius curve to the right whose chord bears N67°50'27"W 4.48 feet; thence N89°57'13"W 460.71 feet to the West line of said Central Warehousing subdivision; thence N00°00'00"E 190.84 feet along the West line of said Central Warehousing subdivision to the point of beginning.



PEA, Inc.
 7927 Nemco Way, Ste 115
 Brighton, MI 48116
 t: 517.546.8583
 f: 517.546.8973
 www.peainc.com

CLIENT: McLaren Greater Lansing G-3231 Beecher Road Flint, MI., 48532	SCALE: 1"= 200'	JOB No: 2016-163
	DATE: 19-Aug-2016	DWG. No: 2 of 4

CERTIFICATE OF SURVEY



- LEGEND**
- ⊗ IRON SET #32334
 - IRON FOUND
 - ∅ P.K. NAIL SET
 - ⊙ MONUMENT FOUND
 - ⊕ SECTION CORNER FOUND



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7927 Nemco Way, Ste 115
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CLIENT: McLaren Greater Lansing G-3231 Beecher Road Flint, MI., 48532	SCALE: 1"= 200'	JOB No: 2016-163
	DATE: 19-Aug-2016	DWG. No: 3 of 4

CERTIFICATE OF SURVEY

DESCRIPTION OF SPLIT PARCEL

A parcel of land in the Southwest 1/4 of Section 27, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, including all of Lot 12 and Lot 13 and part of Lot 14 of CENTRAL WAREHOUSING a subdivision of part of the Southwest 1/4 of Section 27, Town 4 North, Range 2 West, Lansing Township (now City of Lansing), Ingham County, Michigan, as recorded in Liber 16 of Plats, Page 43, Ingham County Records; the surveyed boundary of this parcel described as: Commencing at the South 1/4 corner of said Section 27; thence N00°03'11"W, along the North-South 1/4 line of Section 27, 1537.89 feet to the **POINT OF BEGINNING** of this parcel; thence S89°52'57"W, parallel with the East-West 1/4 line of Section 27, 882.33 feet to the east line of Alpha Street and the southwest corner of Lot 12 of CENTRAL WAREHOUSING a subdivision; thence N16°45'00"W, along the east line of Alpha Street, 268.65 feet; thence N89°52'57"E, parallel with the East-West 1/4 line of Section 27, 959.52 feet to the North-South 1/4 line of Section 27; thence S00°03'11"E, along the North-South 1/4 line, 257.42 feet to the **POINT OF BEGINNING**. Containing 5.44 acres of land.

I, Christopher T. Beland, a Professional Surveyor in the State of Michigan, certify that I have surveyed the parcel of land hereon described; that the error of closure is 1:7500; and that that the requirements of Section 3 of 1970 PA 132, Certified Surveys, MCL 54.213, have been met.



August 19, 2016

Christopher T. Beland, P.S., 49108

Date:



SOUTH 1/4 CORNER, SECTION 27, T04N-R02W
 FOUND 3/4-inch STEEL BAR WITH
 2-1/2-inch ALUMINUM INGHAM COUNTY REMONUMENTATION CAP #25837
 PER LCRC BOOK 15, PAGE 32

ACCESSORIES (FOUND PER LCRC BOOK 15, PAGE 32)

S83°E	21.47 ft	SE CORNER OF CONCRETE OUTLET STRUCTURE
N04°E	30.39 ft	SW CORNER OF CONCRETE OUTLET STRUCTURE
N22°E	58.44 ft	M.A.G. NAIL & INGHAM CO. REMON. TAG IN EAST FACE OF 28-inch SYCAMORE
N64°E	62.10 ft	M.A.G. NAIL & INGHAM CO. REMON. TAG IN EAST FACE OF 9-inch OAK

CENTER OF SECTION 27, T04N-R02W
 FOUND 1/2-inch STEEL BAR
 PER LCRC BOOK 14, PAGE 63

ACCESSORIES

N20°E	20.96 ft	SE CORNER OF CONCRETE FOUNDATION HOUSE #2608
N45°W	29.24 ft	SW CORNER OF CONCRETE FOUNDATION HOUSE #2808
S05°E	14.72 ft	SET NAIL AND TAG #32334 IN SOUTHWEST FACE OF 9-inch BLACK CHERRY
N75°W	10.15 ft	SET NAIL AND TAG #32334 IN SOUTH FACE OF 28-inch HACKBERRY



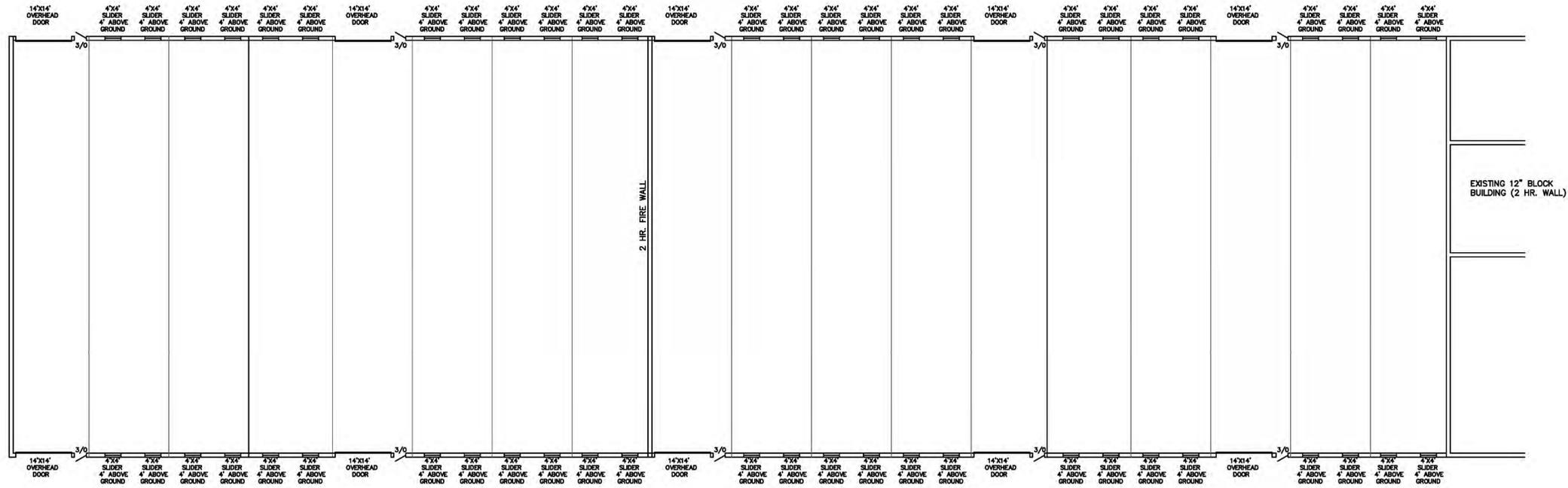
PEA, Inc.

7927 Nemco Way, Ste 116
 Brighton, MI 48116
 t: 517.548.8883
 f: 517.548.8873
 www.peainc.com

CLIENT: McLaren Greater Lansing G-3231 Beecher Road Flint, MI., 48532	SCALE: 1"= 200'	JOB No: 2016-183
	DATE: 19-Aug-2016	DWG. No: 4 of 4

Appendix C





REAR ADDITIONS FLOOR PLAN
SCALE: 1/16" = 1'-0"

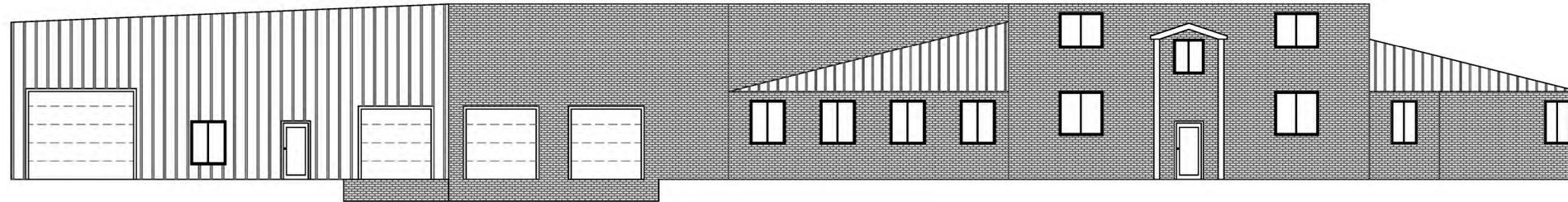
REVISIONS	BY	
	OWNER	BLDR.

FLUID CHILLERS, INC.
3005 ALPHA ACCESS
LANSING MI 48910

KALLER ENGINEERING ASSOCIATES
6093 ANCHOR COVE
PHONE: (517) 974-2343 katerengr@aol.com

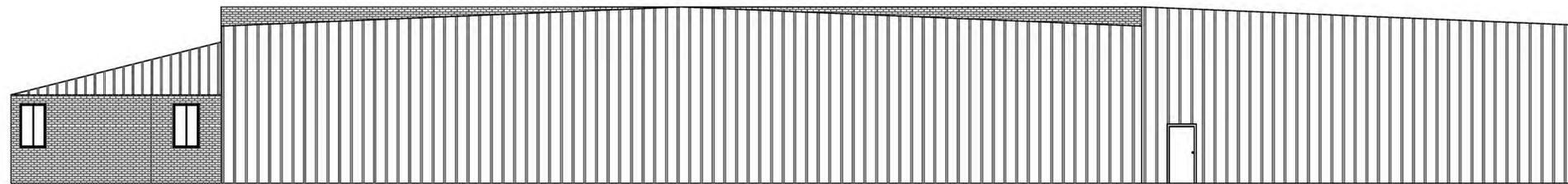
ACCEPTED	OWNER
BUILDER	DRAWN
CHECKED	T. BAKER
DATE	DRAWING NO.
8-18-16	01604304
SHEET 4 OF 4	

USE GROUP = F-2 (METAL FABRICATION)
 CONSTRUCTION TYPE = 5B
 SNOW LOAD = 30 PSF
 WIND LOAD = 90 MPH
 FLOOR LOAD = 100 PSF
 ROOF LIVE LOAD = 30 PSF
 SEISMIC CATEGORY = A
 DESIGN BEARING = 2,000 PSF



FRONT ELEVATION

SCALE: 1/8" = 1'-0"



REAR ELEVATION

SCALE: 1/8" = 1'-0"

INDEX

1. FRONT & REAR ELEVATIONS
2. NORTH & SOUTH ELEVATIONS
3. EXISTING & FRONT FLOOR PLANS
4. REAR ADDITION FLOOR PLANS
5. EXISTING & FRONT EGRESS PLANS
6. REAR ADDITION EGRESS PLANS
7. FRONT ADDITION FOUNDATION PLANS
8. REAR ADDITION FOUNDATION PLANS
9. TYPICAL SECTION PLANS

REVISIONS	BY	
	OWNER	BLDR.

FLUID CHILLERS, INC.
 3005 ALPHA ACCESS
 LANSING MI 48910

KATIER ENGINEERING ASSOCIATES
 6093 ANCHOR COVE
 PHONE: (517) 974-2343 katerengr@aol.com

ACCEPTED

OWNER

BUILDER

DRAWN

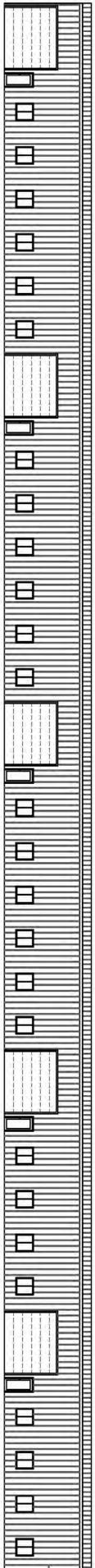
T. BAKER

CHECKED

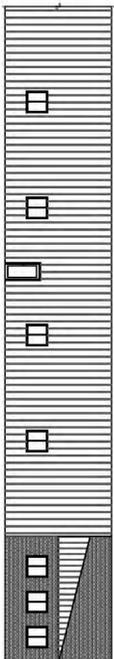
T. BAKER

DATE
 9-9-16

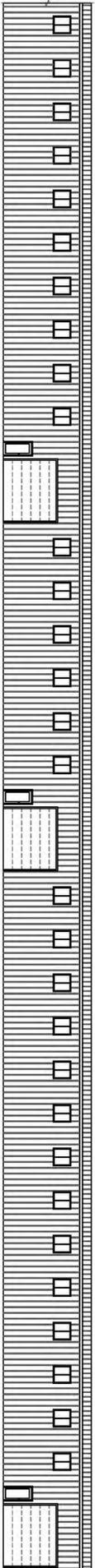
DRAWING NO.
 01504301



NORTH ELEVATION
Scale 1/8" = 1'-0"



SOUTH ELEVATION
Scale 1/8" = 1'-0"



REVISIONS	BY
OWNER	BLDR.

FLUID CHILLERS, INC.
3005 ALPHA ACCESS
LANSING MI 48910

KATER ENGINEERING ASSOCIATES
6093 ANCHOR COVE
PHONE: (517) 974-2343 katerengr@aol.com

ACCEPTED

OWNER

BUILDER

DRAWN
T. BAKER

CHECKED
T. BAKER

DATE DRAWING NO.
9-9-16 01504302

Appendix D





Virg Bernero, Mayor

CITY OF LANSING
ASSESSING DEPARTMENT
Sharon L. Frischman, MMAO (4),
Assessor
3rd Floor, City Hall
124 W. Michigan Ave.
Lansing, MI 48933
517-483-4020

Address: 3005 Alpha Access
Parcel #: Part of 33-01-01-27-327-113
Owner: Ayres Real Estate Holdings LLC

RE: Statement of Obsolescence

The subject is improved with a warehouse building with a small office. The site has been documented to have leaking underground storage tanks at one time. Stigma may be present even if the site has been remediated. The building consists of two sections joined by an opening approximately 10 feet wide. Because the floor levels are not at the same ground elevation, a ramp exists from the original building and the addition, creating a place for water to pool. The only restrooms are located in the warehouse area; there are none in the office section. The placement of the building on the site is too close to the street to allow a modern day sized truck to negotiate the turn into the truck loading ramp area. For these stated reasons, it is the opinion of this assessor that this building suffers more than 50% functional obsolescence.


Sharon Frischman, MMAO
City of Lansing Assessor

Date: 9-29-16

Appendix E



Table 1: Estimated Costs of Eligible Activities

Item/Activity	Total Estimated Cost	MSF Act 381 Eligible Activities	LSRRF Act 381 Eligible Activities (Local Only Taxes)	Comments
Baseline Environmental Assessment				
Phase I ESA	\$ 2,000		\$ 2,000	
Phase II ESA	\$ 6,235		\$ 6,235	
Baseline Environmental Assessment Sub-Totals	\$ 8,235		\$ 8,235	
Asbestos Activities				
Asbestos Survey, Sampling & Reporting Work	\$ 1,800		\$ 1,800	
Asbestos Sub-Total	\$ 1,800	\$ -	\$ 1,800	
Demolition				
Building Demolition (24x90 Block Building)	\$ 15,000	\$ 15,000		
Concrete and Asphalt Removal Around Block Building	\$ 8,000	\$ 8,000		
Removal of Sidewalks, Curbs and Gutters	\$ 5,000	\$ 5,000		
Demolition Sub-Total	\$ 28,000	\$ 28,000		
Infrastructure Improvements				
Sidewalks	\$ 5,000	\$ 5,000		
Curbs & Gutters	\$ 7,000	\$ 7,000		
Infrastructure Improvements Sub-Total	\$ 12,000	\$ 12,000		
Site Preparation				
Geotechnical Survey	\$ 5,000	\$ 5,000		
Clearing and Grubbing and Related Disposal of Trees and Stumps	\$ 20,000	\$ 20,000		
Topsoil Cut	\$ 3,500	\$ 3,500		
Fill (sand)	\$ 60,000	\$ 60,000		
Grading and Compaction	\$ 17,000	\$ 17,000		
Temporary Erosion Control	\$ 3,000	\$ 3,000		
Removal and Replacement of Electrical Utilities	\$ 108,000	\$ 108,000		
Power Poles Raised Associated with Electrical Utility Relocation	\$ 6,317	\$ 6,317		
Temporary Site Control	\$ 10,000	\$ 10,000		
Site Preparation Sub-Total	\$ 232,817	\$ 232,817		
Preparation of Brownfield Plan and Act 381 Work plan				
Brownfield Plan and Act 381 Work Plan	\$ 15,000	\$ 15,000		
Preparation of Brownfield Plan and Act 381 Work plan Sub-Total	\$ 15,000	\$ 15,000	\$ -	
Project Sub Totals	\$ 297,852	\$ 287,817	\$ 10,035	
15% Contingency	\$ 40,923	\$ 40,923	\$ -	Excludes Brownfield Plan/Act 381 Work Plan and Baseline Environmental Assessments
Total Developer Eligible Activities	\$ 338,775	\$ 328,740	\$ 10,035	
LBRA Administrative Fee	\$ 13,617			5% annual capture of the local tax increment
TIF Capture to Build Local Site Remediation Revolving Loan Fund	\$ 13,617			5% annual capture of the local tax increment
State Brownfield Fund	\$ 18,985			
Total Cost of Eligible Activities to be Funded through TIF	\$ 384,994	\$ 328,740	\$ 10,035	

Appendix F



Tax Increment Financing Estimates
Table 2

		2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Totals	10% Capture for Local Tax Units Summary
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12		
Combined Base Taxable Value		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Estimated New Taxable Value (estimated increase of 1%/year)			\$ 150,000	\$ 400,000	\$ 550,000	\$ 555,500	\$ 561,055	\$ 570,000	\$ 575,700	\$ 581,457	\$ 587,272	\$ 593,144	\$ 599,076	\$ 605,066		
Incremental Difference (New Taxable Value minus Base Taxable Value)			\$ 150,000	\$ 400,000	\$ 550,000	\$ 555,500	\$ 561,055	\$ 570,000	\$ 575,700	\$ 581,457	\$ 587,272	\$ 593,144	\$ 599,076	\$ 605,066		
Local Taxes - Millage																
Ingham County	3.0331	\$ -	\$ 455	\$ 1,213	\$ 1,668	\$ 1,685	\$ 1,702	\$ 1,729	\$ 1,746	\$ 1,764	\$ 1,781	\$ 1,799	\$ 1,817	\$ 1,835	\$ 19,194	\$ 1,919
Airport Authority	0.6990	\$ -	\$ 105	\$ 280	\$ 384	\$ 388	\$ 392	\$ 398	\$ 402	\$ 406	\$ 411	\$ 415	\$ 419	\$ 423	\$ 4,423	\$ 442
CATA	3.0070	\$ -	\$ 451	\$ 1,203	\$ 1,654	\$ 1,670	\$ 1,687	\$ 1,714	\$ 1,731	\$ 1,748	\$ 1,766	\$ 1,784	\$ 1,801	\$ 1,819	\$ 19,029	\$ 1,903
CADL - Library	1.5600	\$ -	\$ 234	\$ 624	\$ 858	\$ 867	\$ 875	\$ 889	\$ 898	\$ 907	\$ 916	\$ 925	\$ 935	\$ 944	\$ 9,872	\$ 987
Zoo Millage	0.4100	\$ -	\$ 62	\$ 164	\$ 226	\$ 228	\$ 230	\$ 234	\$ 236	\$ 238	\$ 241	\$ 243	\$ 246	\$ 248	\$ 2,595	\$ 259
Lansing Operating	19.4400	\$ -	\$ 2,916	\$ 7,776	\$ 10,692	\$ 10,799	\$ 10,907	\$ 11,081	\$ 11,192	\$ 11,304	\$ 11,417	\$ 11,531	\$ 11,646	\$ 11,762	\$ 123,022	\$ 12,302
Lansing Community College	3.8072	\$ -	\$ 571	\$ 1,523	\$ 2,094	\$ 2,115	\$ 2,136	\$ 2,170	\$ 2,192	\$ 2,214	\$ 2,236	\$ 2,258	\$ 2,281	\$ 2,304	\$ 24,093	\$ 2,409
Ingham Intermediate	4.6956	\$ -	\$ 704	\$ 1,878	\$ 2,583	\$ 2,608	\$ 2,634	\$ 2,676	\$ 2,703	\$ 2,730	\$ 2,758	\$ 2,785	\$ 2,813	\$ 2,841	\$ 29,715	\$ 2,972
Ingham County Sum	6.3842	\$ -	\$ 958	\$ 2,554	\$ 3,511	\$ 3,546	\$ 3,582	\$ 3,639	\$ 3,675	\$ 3,712	\$ 3,749	\$ 3,787	\$ 3,825	\$ 3,863	\$ 40,401	\$ 4,040
Total Local Taxes (capturable)	43.0361	\$ -	\$ 6,455	\$ 17,214	\$ 23,670	\$ 23,907	\$ 24,146	\$ 24,531	\$ 24,776	\$ 25,024	\$ 25,274	\$ 25,527	\$ 25,782	\$ 26,040	\$ 272,344	\$ 27,234
New School Capture for Local Tax Units																
School Operating	18.0000	\$ -	\$ 2,700	\$ 7,200	\$ 9,900	\$ 9,999	\$ 10,099	\$ 10,260	\$ 10,363	\$ 10,466	\$ 10,571	\$ 10,677	\$ 10,783	\$ 10,891	\$ 113,909	
SET	6.0000	\$ -	\$ 900	\$ 2,400	\$ 3,300	\$ 3,333	\$ 3,366	\$ 3,420	\$ 3,454	\$ 3,489	\$ 3,524	\$ 3,559	\$ 3,594	\$ 3,630	\$ 37,970	
Total School Taxes (not captured)	24.0000	\$ -	\$ 3,600	\$ 9,600	\$ 13,200	\$ 13,332	\$ 13,465	\$ 13,680	\$ 13,817	\$ 13,955	\$ 14,095	\$ 14,235	\$ 14,378	\$ 14,522	\$ 151,878	
Debt Millages (not capturable)																
Lansing Debt	0.2600	\$ -	\$ 39	\$ 104	\$ 143	\$ 144	\$ 146	\$ 148	\$ 150	\$ 151	\$ 153	\$ 154	\$ 156	\$ 157	\$ 1,645	
Lansing School Debt	2.4000	\$ -	\$ 360	\$ 960	\$ 1,320	\$ 1,333	\$ 1,347	\$ 1,368	\$ 1,382	\$ 1,395	\$ 1,409	\$ 1,424	\$ 1,438	\$ 1,452	\$ 15,188	
Total Debt Millages (not capturable)	2.6600	\$ -	\$ 399	\$ 1,064	\$ 1,463	\$ 1,478	\$ 1,492	\$ 1,516	\$ 1,531	\$ 1,547	\$ 1,562	\$ 1,578	\$ 1,594	\$ 1,609	\$ 16,833	
Total Millages	69.6961	\$ -	\$ 10,454	\$ 27,878	\$ 38,333	\$ 38,716	\$ 39,103	\$ 39,727	\$ 40,124	\$ 40,525	\$ 40,931	\$ 41,340	\$ 41,753	\$ 42,171	\$ 441,056	
Total Available Tax Increment Revenue for Capture	67.0361		\$ 10,055	\$ 26,814	\$ 36,870	\$ 37,239	\$ 37,611	\$ 38,211	\$ 38,593	\$ 38,979	\$ 39,368	\$ 39,762	\$ 40,160	\$ 40,561	\$ 424,223	
LBRA Administrative Fee*			\$ 323	\$ 861	\$ 1,183	\$ 1,195	\$ 1,207	\$ 1,227	\$ 1,239	\$ 1,251	\$ 1,264	\$ 1,276	\$ 1,289	\$ 1,302	\$ 13,617	
Local Site Remediation Revolving Fund (LSRRF)**			\$ 323	\$ 861	\$ 1,183	\$ 1,195	\$ 1,207	\$ 1,227	\$ 1,239	\$ 1,251	\$ 1,264	\$ 1,276	\$ 1,289	\$ 1,302	\$ 13,617	
10% Capture for Local Tax Units			\$ 646	\$ 1,721	\$ 2,367	\$ 2,391	\$ 2,415	\$ 2,453	\$ 2,478	\$ 2,502	\$ 2,527	\$ 2,553	\$ 2,578	\$ 2,604	\$ 27,234	
Total Annual Available Local Tax Capture			\$ 5,164	\$ 13,772	\$ 18,936	\$ 19,125	\$ 19,316	\$ 19,624	\$ 19,821	\$ 20,019	\$ 20,219	\$ 20,421	\$ 20,626	\$ 20,832		
3 Mills to State Brownfield Fund			\$ 450	\$ 1,200	\$ 1,650	\$ 1,667	\$ 1,683	\$ 1,710	\$ 1,727	\$ 1,744	\$ 1,762	\$ 1,779	\$ 1,797	\$ 1,815	\$ 18,985	
Available School Tax After Fee			\$ 3,150	\$ 8,400	\$ 11,550	\$ 11,666	\$ 11,782	\$ 11,970	\$ 12,090	\$ 12,211	\$ 12,333	\$ 12,456	\$ 12,581	\$ 12,706		
Total Annual Available Tax Capture for Developer			\$ 8,314	\$ 22,172	\$ 30,486	\$ 30,791	\$ 31,099	\$ 31,594	\$ 31,910	\$ 32,230	\$ 32,552	\$ 32,877	\$ 33,206	\$ 33,538	\$ 350,769	
Total Cumulative Tax Capture After Admin. Fees			\$ 8,314	\$ 30,486	\$ 60,972	\$ 91,763	\$ 122,861	\$ 154,456	\$ 186,366	\$ 218,596	\$ 251,147	\$ 284,025	\$ 317,231	\$ 350,769		
MSF Reimbursed Expenses																
Local Taxes			\$ -	\$ 8,901	\$ 19,571	\$ 19,767	\$ 19,965	\$ 20,283	\$ 20,486	\$ 20,691	\$ 20,898	\$ 21,107	\$ 21,318	\$ 18,059	\$ 211,046	
School Taxes			\$ 3,150	\$ 8,400	\$ 10,914	\$ 11,024	\$ 11,134	\$ 11,311	\$ 11,424	\$ 11,539	\$ 11,654	\$ 11,771	\$ 11,888	\$ 3,485	\$ 117,694	
Total			\$ 3,150	\$ 17,301	\$ 30,486	\$ 30,791	\$ 31,099	\$ 31,594	\$ 31,910	\$ 32,230	\$ 32,552	\$ 32,877	\$ 33,206	\$ -	\$ 328,740	
Unreimbursed Eligible Expenses		\$ 328,740	\$ 325,590	\$ 308,289	\$ 277,803	\$ 247,012	\$ 215,913	\$ 184,319	\$ 152,408	\$ 120,179	\$ 87,627	\$ 54,750	\$ 21,544			
LSRRF Reimbursed Expenses																
Local Taxes			\$ 5,164	\$ 4,871											\$ 10,035	
School Taxes			\$ -	\$ -											\$ -	
Total			\$ 5,164	\$ 4,871											\$ 10,035	
Unreimbursed Eligible Expenses		\$ 10,035	\$ 4,871	\$ -												

*administrative fees are 5% of the local tax increment

**LSRRLF capture is 5% of the local tax increment

Tax Ratio	Millages	Percentage
Local Tax	43.0361	64.20%
School Tax	24.0000	35.80%
Total	67.0361	100%

Total eligible expense ratio		
MSF	\$ 328,740	100.00%
MDEQ	\$ -	0.00%
Total	\$ 328,740	100.00%

Eligible activity school/local reimbursement breakdown			
	Local	School	Total
MSF	\$211,046	\$117,694	\$ 328,740
Percentage	64.20%	35.80%	100%

**ECONOMIC DEVELOPMENT CORPORATION
LANSING CITY TREASURER APPROVAL FORM
BUSINESS**

Business Name: Ayres Real Estate Holdings
Business Contact Person: Tim and Tom Ayres
Phone Number: 517-484-9190

Business Address: 2730 Alpha Access St, Lansing MI 48910

Project Location: 305 Alpha Access St, Lansing MI 48910

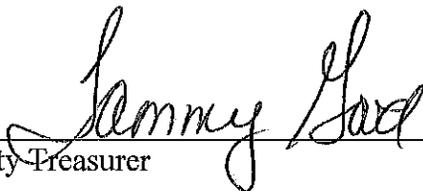
Type of EDC Service: Brownfield Plan

EDC Contact Person Name: Karl Dorshimer

Email: karl@purelansing.com Phone Number: 517-243-3512

Due Date: As soon as possible

Approval:



City Treasurer



OFFICE OF MAYOR VIRG BERNERO
124 W. MICHIGAN AVENUE – NINTH FLOOR
LANSING, MI 48933

AGREEMENT IN CONSIDERATION OF DEVELOPMENT INCENTIVES

THIS AGREEMENT in Consideration of Development Incentives (“Agreement”) is made and entered this 21~~st~~ day of October, 2016, by and between the City of Lansing, Michigan, a Michigan municipal corporation (“City”), and Ayres Real Estate Holdings, LLC, a Michigan Limited Liability Company (“Applicant”), (collectively the “Parties”);

I. STATEMENT OF PURPOSE:

The City of Lansing welcomes new investment and the creation of new jobs. To achieve these goals, the City offers a variety of economic incentives that are designed to facilitate the expansion of existing businesses and the location of new businesses within the City, as well as the rehabilitation of obsolete structures and the reuse of environmentally contaminated sites.

Economic incentives typically do not provide City funds to developers or businesses, but rather encourage new investment and job creation in the City that would not have occurred without the incentive. The purpose of this Agreement is to establish performance expectations, reporting requirements and preferences for Lansing-based firms, resident employees and union employees in hiring, contracting, subcontracting and procurement related to the acceptance of economic incentives by the Applicant.

Economic incentives are beneficial to both the City and the Applicant. The approval of incentives must be a transparent and public process that produces a clear agreement between the Parties regarding the responsibilities of both the City and the Applicant. This public process does not end with the approval of the incentive, but continues until the commitments made by the Applicant under this Agreement are met.

Project description:

Ayres Real Estate Holdings, LLC currently owns the property located at 2730 Alpha Access Street in Lansing, which houses Fluid Chillers, Inc. Fluid Chillers has been in business and headquartered in Lansing since 2007 and is the fastest growing chiller/cooler company in North America. In the past year Fluid Chillers has seen growth rates of 35% with another 30% anticipated for this coming year. They serve clients that include large automotive suppliers, 3M, CocaCola, Johnson & Johnson, Rubbermaid, General Mills, Exxon Mobil, Nestle, numerous Universities across the United States and many others. In addition, they work with Lansing Community College and local schools to invest in training efforts for current and potential employees. Fluid Chillers provides jobs based in advanced manufacturing and engineer.

List all past projects started in the city of Lansing by any of the partners listed above:

None.

List City incentive(s) and number of years requested for each: N/A

_____	_____	Years

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

None.

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

Mason State Bank

Estimated number of new, permanent full-time equivalent employees (FTE) upon Project Completion *(if applicable):*

15 FTEs added over the next three years, 10 additional FTEs by year five; 34 FTEs to be retained

Estimated total investment in real and personal property, including acquisition and construction costs, upon Project Completion:

\$ 1,000,000

Estimated average hourly wage or annual salary of new, permanent employees *(if applicable)*:

\$20/hour

B. APPLICANT ACCEPTANCE OF NOTICE AND REPORTING REQUIREMENTS AND LOCAL PREFERENCES IN HIRING, PROCUREMENT OF GOODS AND SERVICES, CONTRACTING AND SUBCONTRACTING

(initial spaces below to indicate acceptance)

TA Applicant agrees to notify the LEDC and City Assessor of any and all partnership changes during the term of any incentives approved for the Project.

TA Applicant agrees, and may be required to provide written documentation at the request of the LEDC, to consider and hire as many Lansing residents and Lansing-based firms, including but not limited to consultants, suppliers, contractors and sub-contractors, as reasonably possible.

TA Applicant agrees, and may be required to provide written documentation at the request of the LEDC, to make good faith efforts to hire contractors and sub-contractors that employ union labor when economically feasible.

TA Applicant agrees that all employees, contractors and sub-contractors related to this Project will pay all City individual income tax.

TA Applicant agrees to report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees.

TA Applicant agrees that all contractors and sub-contractors will report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees.

C. LEDC STAFF/ADMINISTRATION RECOMMENDATION

Name of Lead Staff Person: Karl Doshimer

Revenue currently paid to the City by the site or project: \$ 0
Estimated total revenue to the City upon Project Completion: \$ 20,102.00
Estimated total value of City Incentive(s): \$ 110,719.00
Estimated total new net revenue to the City: \$ 20,102.00

Staff Comments (*indicate reasons for providing Incentive and describe any additional value to the City as a result of approval*):

The Developer will purchase a currently vacant building and completely renovate it into a modern manufacturing facility creating 25 new high paying jobs over the next five years.

Project Timeline: The project will take place over several years in phases, allowing Fluid Chillers to move operations before the project is fully complete.

Fall 2016: Demolition Activities

Spring 2017: North Addition with Loading Dock, East Addition, Interior Warehouse Renovations

Fall 2017: Office Renovations and Additions, Entry Renovations

Spring 2018: Final East Addition

Have all appropriate City Incentive fees been received? **YES** NO

Staff Recommendation: **APPROVE** DENY MODIFY

(if DENY or MODIFY please explain in space provided below)

Administration Recommendation: **APPROVE** DENY MODIFY

(if DENY or MODIFY please explain in space provided below)

D. ADDITIONS:

1. Applicant, in seeking local legislative approval, has made certain representations to the City as more fully set forth herein.
2. The Applicant has applied for Incentive for the purpose of Fluid Chillers Expansion (“Project”). The Project is expected to hire at least 15 (over the next three years) and/or retain at least 34 new full-time equivalent employees (FTE) and requiring a total investment in real property of at least \$600,000 and personal property of at least \$0, when completed.
3. The Applicant has supplied to the LEDC all application and supporting documentation, including a list of all partners of the Applicant with an ownership interest in the Project, which in turn has been forwarded to the City prior to the approval of the Incentive.
4. The Applicant has provided to the LEDC detailed information including wage and benefit information for the Project and new, permanent full-time equivalent employees (FTE) expected to be hired or retained as a result of the Project, which in turn has been forwarded to the City prior to approval of the Incentive.
5. The Applicant and the City desire to enter into an agreement whereby the Applicant and City specify and agree on the Project performance measures under which the Incentive is granted, and some of the conditions under which such Incentive can be modified or revoked by the City and/or State of Michigan. Nothing in this Agreement supersedes or diminishes any rights of the City or the State established by Federal, State, or Local law or regulations.
6. The Lansing City Treasurer has verified in writing the Applicant is not delinquent and/or late on any property taxes owed to the City for all properties in which the applicant owns a twenty-five percent (25%) or more interest.
7. The Lansing City Treasurer has verified in writing the Applicant, if an employer in the City, is in compliance with all required City wage withholding and income reporting requirements for all of their employees.
8. The Lansing City Treasurer has verified in writing the Applicant is not delinquent and/or late on any corporate or other business income taxes owed the City, if any.
9. The LEDC has verified that all application fees due have been paid in full by the Applicant.

IV. AGREEMENT:

NOW, THEREFORE, in consideration of the recitals and mutual covenants and agreements herein contained and pursuant to MCL Public Act 381 of 1996 (the "Act"), as amended, the Parties agree as follows:

A. Reliance on Recitals

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

B. Project Area

The location of the Project is commonly known as 3005 Alpha Access Street, Lansing, Mi ("Project Area") and legally described as follows:

A parcel of land in the Southwest 1/4 of Section 27, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, including all of Lot 12 and Lot 13 and part of Lot 14 of CENTRAL WAREHOUSING a subdivision of part of the Southwest 1/4 of Section 27, Town 4 North, Range 2 West, Lansing Township (now City of Lansing), Ingham County, Michigan, as recorded in Liber 16 of Plats, Page 43, Ingham County Records; the surveyed boundary of this parcel described as: Commencing at the South 1/4 corner of said Section 27; thence N00°03'11"W, along the North-South 1/4 line of Section 27, 1537.89 feet to the **POINT OF BEGINNING** of this parcel; thence S89°52'57"W, parallel with the East-West 1/4 line of Section 27, 882.33 feet to the east line of Alpha Street and the southwest corner of Lot 12 of CENTRAL WAREHOUSING a subdivision; thence N16°45'00"W, along the east line of Alpha Street, 268.65 feet; thence N89°52'57"E, parallel with the East-West 1/4 line of Section 27, 959.52 feet to the North-South 1/4 line of Section 27; thence S00°03'11"E, along the North-South 1/4 line, 257.42 feet to the **POINT OF BEGINNING**. Containing 5.44 acres of land.

C. Project Timeframe.

The Applicant and City agree the City's approval of the Incentive is based upon completion of the Project within a specific time period ("Project Timeframe"). The Project Timeframe starts November 1, 2016 and ends October 31, 2019.

D. Project Completion

The Applicant and the City agree that for the Project to be considered complete, the Applicant must perform all of the following in the Project Area within the Project Timeframe ("Project Completion"):

1. Hire at least 15 new, permanent full-time equivalent employees (FTE) and retain at least 34 full-time equivalent employees (FTE).
2. Purchase and/or locate within the Project Area, personal property with a fair market value of at least \$0. This personal property may not be moved to the Project Area from another location within the City of Lansing.

3. Make at least \$600,000 of improvements to the real property. Improvements include only hard costs, and exclude architectural and engineering costs.
4. Obtain all necessary building permits and site plan approvals, including payment of all required fees, plus final inspections including a Certificate of Occupancy from the City of Lansing and all other appropriate authorities and agencies.
5. Upon Project Completion, the applicant will provide to the LEDC, upon request, any and all appropriate financial records that are referenced as part of this Agreement.
6. Project Completion must be performed by October 31, 2019.

E. Project Completion Progress Reports

The Applicant shall file an annual report with the LEDC on the Applicant's progress toward achieving Project Completion. Reports shall be submitted in compliance with all LEDC reporting requirements (on-line, not of a proprietary nature but based on information contained in this agreement). Applicant understands and agrees that the information submitted to the LEDC will be available for public viewing, unless prior approval is requested and granted for specific confidential business information that is not subject to disclosure under the Freedom of Information Act (Public Act 442 of 1976, being MCL 15.231 et. seq., as amended). Non-compliance with reporting requirements may result in the modification or revocation of the Incentive.

Lack of performance and compliance with this agreement, may be considered as relevant information in consideration of the approval of all future incentive applications to the LEDC or City by the Applicant or any person or entity with (25%) or more ownership in the Project.

F. Verification of Project Completion

No later than thirty (30) days after the end of the Project Timeframe, the Applicant shall provide in writing to the LEDC a Final Project Completion Report ("Final Report on-line") with proof of Project Completion. Acceptable forms of proof may include, as directed by LEDC, proof of employment, proof of paid invoices, executed and filed tax documentation, final financing documents and similar material which confirm original financial data, engineering and architectural "as-built" drawings, photographs, and other like evidence of completion of the Project in the Project Area. If at any time during the Project Timeframe the Applicant completes the Project as agreed upon in Section (4), the Applicant may submit the Final Project Completion Report to the LEDC on line.

G. Consideration of Applicant's Compliance with the Agreement.

Within 60 days of receiving the Final Report, or 90 days after the end of the Project Timeframe, the LEDC shall make a preliminary determination if the Applicant has achieved Project Completion. In the event the preliminary determination concludes the Project was completed per this Agreement, written notification of such finding shall be sent from the LEDC to the Applicant and the City of Lansing Finance Director. In the event the LEDC makes the determination the Applicant did not complete the project per this Agreement, the LEDC will forward in writing its findings and a recommended course of action to the Applicant and the City

of Lansing Finance Director. Prior to any action that might lead to the modification or revocation of all or part of the Incentive, the City shall offer the Applicant the reasonable opportunity to appear before the Council and be heard. In the event of the revocation of all or part of the Applicant's Incentive, the City may consider the breach of contract when contemplating the approval of all future Incentive applications to the City by the Applicant or any partners listed as required in the Recitals.

H. Failure of Applicant to Pay Tax Applicable to Personal Property

If any property tax applicable to the personal property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may seize and sell the personal property to pay the tax, expenses of sale, and interest on the tax, or may commence civil litigation to recover the amount of tax and interest thereon, in accordance with Michigan law.

I. Failure of Applicant to Pay Tax Applicable to Real Property

If any property tax applicable to the real property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may place a lien on the real property. The City may enforce the lien in the same manner as provided by law for the foreclosure in the circuit courts of mortgage liens upon real property, in accordance with Michigan law.

J. City's Rights under Act

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

K. Ambiguity

If this Agreement or any of its terms and conditions is determined to be ambiguous, this Agreement and all its terms and conditions shall be considered as if drafted by both parties.

L. Rights and Remedies Cumulative

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

M. Right In Third Parties

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

N. Severability

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

O. Subsequent Waivers

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

P. Termination

This Agreement terminates upon the end of the life of the incentive.

Q. Authority.

The Applicant's execution, delivery and performance of this Agreement have been duly authorized. The Applicant's representative executing this Agreement does so with requisite authority to fully and completely bind the Applicant.

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

WITNESSES:

AYRES REAL ESTATE HOLDINGS, LLC

By: Tim Ayres
Tim Ayres

Its: President

CITY OF LANSING:

By: _____
Virg Bernero

Its: Mayor

LANSING ECONOMIC DEVELOPMENT CORPORATION:

By: _____
Karl R. Dorshimer

Its: Authorized Representative

Approved as to form:

James Smiertka
City Attorney

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

Controller City



OFFICE OF THE MAYOR

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

Virg Bernero, Mayor

TO: City Council President Judi Brown Clarke and Councilmembers
FROM: Mayor Virg Bernero
DATE: 11/10/16
RE: Z-8-2016, 3001 S. Washington Avenue, Rezoning

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

VB/rh
Attachment



City of Lansing
Inter-Departmental
Memorandum



To: Virg Bernero, Mayor

From: Susan Stachowiak, Zoning Administrator

Subject: CITY COUNCIL AGENDA ITEM - Z-8-2016, 3001 S. Washington Avenue, Rezoning

Date: November 2, 2016

The Lansing Planning Board, at its regular meeting held on November 1, 2016, voted (6-0) to recommend approval of a request by Green Key Properties, LLC to rezone the property at 3001 S. Washington Avenue from “D-1” Professional Office & “J” Parking Districts to “F” Commercial District. The purpose of the rezoning is to permit a retail establishment (medical marijuana dispensary) on the subject property.

The Planning Board found, based on testimony, evidence and the staff report, that the proposed rezoning will be consistent with the existing zoning and land use patterns in the area. The Board also found that the proposed rezoning will have no negative impacts on traffic patterns, the environment or future patterns of development in the area.

At the Planning Board public hearing held on November 1, 2016, the applicants and one other person spoke in favor of and two persons spoke in opposition to the rezoning.

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

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

Attachments

BY THE COMMITTEE ON DEVELOPMENT & PLANNING

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, _____, 2016, at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Ordinance for rezoning:

Z-8-2016: 3001 S. Washington Avenue, Rezoning from “D-1” Professional Office and “J” Parking Districts to “F” Commercial District

ORDINANCE # _____

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

The City of Lansing ordains:

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

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

Case Number: Z-8-2016

Parcel Number's: 33-01-01-28-304-002

Legal Descriptions: Lots 4 & 5 & the East 90 feet of Lot 6, Holmesdale Subdivision, City of Lansing, Ingham County, MI, from "D-1" Professional Office & "J" Parking Districts to "F" Commercial District.

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

Section 3. This ordinance was duly adopted by the Lansing City Council on _____, 2016, and a copy is available in the office of the Lansing City Clerk, 9th Floor, City Hall, 124 W. Michigan Avenue, Lansing, MI 48933.

Section 4. This ordinance shall take effect upon the expiration of seven (7) days from the date this notice of adoption is published in a newspaper of general circulation.

INTRODUCTION OF ORDINANCES

The following ordinance of the City of Lansing, Michigan, providing that the Code of Ordinances be amended by providing for the rezoning of property located in the City of Lansing, Michigan, and for the revision of the district maps adopted by Section 1246.02 of the Code for property located at:

Z-8-2016: 3001 S. Washington Avenue, Rezoning from “D-1” Professional Office and “J” Parking Districts to “F” Commercial District

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

CITY OF LANSING
NOTICE OF PUBLIC HEARING

Z-8-2016, 3001 S. Washington Avenue

Rezoning from “D-1” Professional Office & “J” Parking Districts to “F” Commercial District

The Lansing City Council will hold a public hearing on Monday, _____, 2016, at 7:00 p.m. in Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan to consider **Z-8-2016**. This is a request by Green Key Properties, LLC to rezone the property at 3001 S. Washington Avenue from “D-1” Professional Office & “J” Parking Districts to “F” Commercial District. The purpose of the rezoning is to permit a commercial retail establishment on the subject property.

For more information, please call Lansing City Council at 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., Monday, _____, 2016 at the City Clerk’s Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, City Clerk

ORDINANCE # _____

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OFFICE OF THE MAYOR

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(517) 483-6066 (Fax)

Virg Bernero, Mayor

TO: City Council President Judi Brown Clarke and Councilmembers
FROM: Mayor Virg Bernero
DATE: 11/10/16
RE: Decline possession of Ingham County tax foreclosed properties

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

VB/rh
Attachment



City of Lansing
Inter-Departmental
Memorandum



To: Virg Bernero, Mayor

From: Susan Stachowiak, Zoning Administrator

Subject: CITY COUNCIL AGENDA ITEM
Decline possession of Ingham County tax foreclosed properties

Date: November 1, 2016

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

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

Attachments

RESOLUTION #2016-_____

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

RESOLUTION OBJECTING TO THE TRANSFER OF ALL UNSOLD TAX REVERTED
PROPERTIES FROM THE INGHAM COUNTY TREASURER TO THE CITY OF
LANSING

WHEREAS, Public Act 123 of 1999, hereinafter referred to as the “Act,” established an expedited process whereby property on which taxes have not been paid could be sold for unpaid taxes; and

WHEREAS, the Act creates a series of stages through which a property on which the taxes have not been paid must pass before that property can be sold; and

WHEREAS, the Act allowed each county in the State of Michigan to decide whether its treasurer or the State of Michigan would act as the governmental entity responsible for overseeing the stages through which a property on which the taxes have not been paid must pass before the property is sold; and

WHEREAS, the Act refers to the governmental entity responsible for overseeing the stages through which a property on which the taxes have not been paid must pass before the property is sold as the foreclosing governmental unit; and

WHEREAS, pursuant to a concurring resolution of the County Board of Commissioners, the Treasurer of Ingham, (hereinafter referred to as the “Treasurer”), is the foreclosing governmental unit under the Act with authority to take all actions, judicial or otherwise, required under the Act in order to sell property on which the taxes have not been paid in Ingham County; and

WHEREAS, pursuant to the Act fee simple title to a property on which the Treasurer has foreclosed vest in the Treasurer effective on the March 31st immediately succeeding the hearing for uncontested cases or 10 days after the conclusion of the hearing for contested cases; and

WHEREAS, the Act prescribes how the Treasurer is to dispose of property obtained by foreclosure; and

WHEREAS, the Act requires that the Treasurer give a list to the Clerk of the City of Lansing which list shall contain all the property in that city on which the Treasurer has foreclosed that has not been sold prior to December 1st of the year in which it is foreclosed upon; and

WHEREAS, unless the City of Lansing objects in writing, the Act requires the Treasurer to transfer to that city fee simple title to the property on that list; and

WHEREAS, the City has received from the Treasurer a list of property that may be transferred to it if it does not object; and

WHEREAS, the City of Lansing does not wish to obtain from the Treasurer any property upon which the Treasurer has foreclosed but not sold because of the cost of maintaining such property will exceed any benefit that will be obtained.

NOW, THEREFORE, BE IT RESOLVED, the City of Lansing hereby objects to the transfer of property foreclosed upon by the Treasurer but not sold that are contained on the list thereof filed with the City of Lansing Clerk and said transfers are, therefore, refused.

33-01-01-03-101-091
LOT 73 WOODLAWN SUB
Property Address: SANFORD AVE LANSING MI

33-01-01-03-378-051
LOT 143 PARK MANOR HEIGHTS
Property Address: 2324 COMMONWEALTH AVE LANSING MI

33-01-01-04-109-101
LOTS 53 & 54 IDEAL HOMESITES
Property Address: 622 CARRIER ST LANSING MI

33-01-01-04-276-081
LOT 46 SUPERVISORS PLAT OF COMMUNITY HOME SITES
Property Address: 541 E PAULSON ST LANSING MI

33-01-01-04-301-141
N 75 FT OF S 335 FT LOT 15 & N 50 FT OF S 335 FT LOT 16 ASSESSORS PLAT NO 34
REC L 11 P 15
Property Address: 2703 TAYLOR ST LANSING MI

33-01-01-04-328-231
LOT 53 ASSESSORS PLAT NO 45
Property Address: TURNER ST LANSING MI

33-01-01-04-426-592
COM 793 FT W OF E 1/4 POST, TH N 12.75 FT TO S LINE CHILSON AVE, W 50 FT, S
179.75 FT, E 50 FT, N 167 FT TO BEG; SEC 4 T4N R2W
Property Address: 426 CHILSON AVE LANSING MI

33-01-01-05-427-041
LOT 5 ASSESSORS PLAT NO 57
Property Address: 2730 N M L KING JR BLVD LANSING MI

[29899:2:20161101:153031]

33-01-01-05-451-021

W 140.7 FT, S 23DEG 44MIN W 272.45 FT TO N BANK OF GRAND RIVER, S 64DEG 16MIN E 161.55 FT ALONG SAID BANK, N 21DEG 34MIN E 284 FT TO SAID S R/W LINE, N 68DEG 26MIN W 10.13 FT TO BEG; SEC 5 T4N R2W

Property Address: N GRAND RIVER AVE LANSING MI

33-01-01-05-451-031

COM ON S'LY LINE OF 100 FT R/W GRAND RIVER AVE S 68DEG 26MIN E 10.13 FT FROM INTERSECTIONR2W

WITH N&S 1/4 LINE, TH S 68DEG 26MIN E 270 FT, S 21DEG 34MIN W 397.6 FT TO N BANK GRAND RIVER,

N 45DEG 37MIN W 292.9 FT ALONG SAID BANK, N 21DEG 34MIN E 284 FT TO BEG; SEC 5 T4N

Property Address: N GRAND RIVER AVE LANSING MI

33-01-01-06-131-035

LOT 237 WESTMONT SUB

Property Address: ALFRED AVE LANSING MI

33-01-01-08-201-571

W 32 FT OF E 70.25 FT LOT 1 ASSESSORS PLAT NO 12

Property Address: 1217 MUSKEGON AVE LANSING MI

33-01-01-08-282-051

S 26 FT LOT 130 & N 17 FT LOT 129 KNOLLWOOD PARK

Property Address: ROOSEVELT AVE LANSING MI

33-01-01-08-378-251

LOT 22 BLOCK 2 DAYTONS ADD

Property Address: 817 N JENISON AVE LANSING MI

33-01-01-08-406-161

LOT 29 BUNGALOW HOME ADD

Property Address: 1123 THEODORE ST LANSING MI

33-01-01-08-408-071

LOT 162, N 15 FT LOT 163 & S 20 FT LOT 161 CHARLES KUDNERS SUB

Property Address: 1003 WESTMORELAND AVE LANSING MI

33-01-01-08-479-011

W 110 FT OF N 16.31 FT LOT 128 & W 110 FT OF S 16.69 FT LOT 129 ENGLEWOOD PARK ADD

Property Address: 922 CHICAGO AVE LANSING MI

33-01-01-08-482-191

N 34 FT LOT 106 ENGLEWOOD PARK ADD

Property Address: 729 CHICAGO AVE LANSING MI

[29899:2:20161101:153031]

33-01-01-09-352-221
S 2 R LOT 10 BLOCK B SUB OF BLOCKS 26 & 27 ORIG PLAT
Property Address: 1118 N PINE ST LANSING MI

33-01-01-09-352-221
E 1/2 LOT 5 BLOCK 2 MOORES SUB ON BLOCK 27
Property Address: 623 BROOK ST LANSING MI

33-01-01-09-360-231
E 37 FT LOTS 11 & 12 BLOCK E SUB OF BLOCKS 26 & 27 ORIG PLAT
Property Address: 515 W OAKLAND ST LANSING MI

33-01-01-09-476-041
S 2 R OF W 6 R LOT 22 BLOCK 21 ORIG PLAT
Property Address: 808 CENTER ST LANSING MI

33-01-01-10-103-011
LOT 2 BLOCK 2 BALLARDS ADD
Property Address: 1913 N HIGH ST LANSING MI

33-01-01-10-103-031
S 14 FT LOT 3 & N 26 FT LOT 4 BLOCK 2 BALLARDS ADD
Property Address: 1903 N HIGH ST LANSING MI

33-01-01-10-106-051
LOT 19 & PART OF VAC ALLEY DESC AS COM NE COR LOT 19, TH W 33 FT, N 3.96 FT, E
33 FT, S 3.96 FT TO BEG; REPLAT OF BLOCK 3 OF BALLARDS ADD
Property Address: 825 E NORTH ST LANSING MI

33-01-01-10-180-161
LOT 182 HIGHLAND PARK
Property Address: 1315 MASSACHUSETTS AVE LANSING MI

33-01-01-10-254-121
LOT 208 CAPITOL HEIGHTS
Property Address: 1419 OHIO AVE LANSING MI

33-01-01-10-326-551
LOT 2 BROWNS SECOND SUB
Property Address: E GRAND RIVER AVE LANSING MI

33-01-01-10-326-561
LOT 1 BROWNS SECOND SUB
Property Address: 1108 E GRAND RIVER AVE LANSING MI

33-01-01-10-401-140

LOT 27, ALSO PARTS LOTS 28 & 29 LYING S OF A LINE COM 10.815 FT N OF SE COR LOT 29, TH W'LY 102 FT =/-

TO POINT ON W LINE LOT 28 LYING 10.815 FT S OF NW COR THEREOF & POE; OTTO'S ADD

Property Address: CLARK ST LANSING MI

33-01-01-10-408-061

LOT 54 FARRANDS ADD

Property Address: 1108 CLEVELAND ST LANSING MI

33-01-01-14-309-111

E 94 FT LOT 396 LESLIE PARK SUB

Property Address: 2221 E KALAMAZOO ST LANSING MI

33-01-01-14-352-041

LOT 80 LESLIE PARK SUB

Property Address: 413 S CLEMENS AVE LANSING MI

33-01-01-14-360-001

W 99 FT LOTS 431 & 432 LESLIE PARK SUB

Property Address: 501 S HAYFORD AVE LANSING MI

33-01-01-15-104-401

LOT 11 BLOCK 2 ASSESSORS PLAT NO 7

Property Address: 508 LESHER PLACE LANSING MI

33-01-01-15-310-001

N 42 FT LOT 5 & W 12 FT OF N 42 FT LOT 4 BLOCK 16 GREEN OAK ADD

Property Address: 301 S HOSMER ST LANSING MI

33-01-01-15-376-241

LOT 4 BLOCK 2 LANSING IMPROVEMENT COMPANYS ADD

Property Address: 1116 E KALAMAZOO ST LANSING MI

33-01-01-15-432-431

LOT 1 BLOCK 3 ASSESSORS PLAT NO 16

Property Address: 134 LESLIE ST LANSING MI

33-01-01-15-479-121

LOT 92 PAUL PARK ADD

Property Address: 513 LESLIE ST LANSING MI

33-01-01-17-227-241

E 1/2 LOT 5 WHITES SUB E OF BUTLER REC L 1 P 15

Property Address: 727 W SAGINAW ST LANSING MI

[29899:2:20161101:153031]

33-01-01-17-227-311
E 1/2 LOT 15 WHITES SUB E OF BUTLER REC L 1 P 15
Property Address: 825 W SAGINAW ST LANSING MI

33-01-01-17-258-121
E 3 R LOT 17 BLOCK 2 FRENCHS SUB
Property Address: 1210 W OTTAWA ST LANSING MI

33-01-01-17-258-181
S 9 R OF E 2 R OF W 4 R LOTS 1, 2 & 3 BLOCK 2 FRENCHS SUB
Property Address: 1112 W OTTAWA ST LANSING MI

33-01-01-20-130-131
W 37 FT LOT 38 RIVERVIEW HEIGHTS SUB REC L 4 P 44
Property Address: 1607 W MALCOLM X ST LANSING MI

33-01-01-20-489-041
LOT 10 FLORAL SUB
Property Address: 1817 S RUNDLE AVE LANSING MI

33-01-01-21-258-085
E 2 R OF S 5 1/2 R LOT 15 BLOCK 203 ORIG PLAT
Property Address: 227 E SOUTH ST LANSING MI

33-01-01-21-277-070
LOT 3 BLOCK 220 ORIG PLAT
Property Address: 1016 BEECH ST LANSING MI

33-01-01-21-430-040
LOT 15 & S 6.5 FT OF E 21 FT LOT 14 TORRANCE COURT SUB REC L 8 P 29
Property Address: 535 TORRANCE CT LANSING MI

33-01-01-21-431-095
S 56.5 FT LOT 32 TORRANCE FARM ADD
Property Address: 1508 BAILEY ST LANSING MI

33-01-01-21-451-015
LOT 10 BLOCK 2 HALLS THIRD ADD
Property Address: 138 GARDEN ST LANSING MI

33-01-01-21-484-020
N 31 FT LOT 129 TORRANCE FARM ADD
Property Address: 1815 LINVAL ST LANSING MI

33-01-01-22-203-161
LOT 253 EXCELSIOR LAND COMPANYS SUB
Property Address: 924 DAKIN ST LANSING MI

[29899:2:20161101:153031]

33-01-01-22-206-142
LOTS 232 & 233 EXCELSIOR LAND COMPANYS SUB
Property Address: 1042 DAKIN ST LANSING MI

33-01-01-22-207-021
LOT 281 EXCELSIOR LAND COMPANYS SUB
Property Address: 1015 DAKIN ST LANSING MI

33-01-01-22-228-041
LOTS 46 & 47 ASSESSORS PLAT NO 49
Property Address: 721 LESLIE ST LANSING MI

33-01-01-22-277-121
LOT 154 & N 1/2 LOT 153 CITY PARK SUB
Property Address: 1132 LESLIE ST LANSING MI

33-01-01-22-280-162
LOTS 105, 106 & 107 PARKVIEW LAND CO ADD
Property Address: 1236 ALLEN ST LANSING MI

33-01-01-22-283-262
W 34 FT LOT 63 CITY PARK SUB
Property Address: 1820 PERKINS ST LANSING MI

33-01-01-22-309-291
LOT 7 BLOCK 6 ASSESSORS PLAT NO 28 REC L 10 P 33
Property Address: 912 BAKER ST LANSING MI

33-01-01-22-352-011
LOT 3 BLOCK 4 ASSESSORS PLAT NO 28 REC L 10 P 33
Property Address: 1507 LYONS AVE LANSING MI

33-01-01-22-353-031
LOT 9 REO MOTOR CAR CO'S SUB REC L 6 P 30
Property Address: 1609 DONORA ST LANSING MI

33-01-01-23-103-091
LOT 53 LANSING ADDITION COMPANYS SUB REC L 5 P 20
Property Address: 704 S MAGNOLIA AVE LANSING MI

33-01-01-23-127-061
LOTS 18 & 19 J L PUTMANS SUB REC L 7 P 35
Property Address: 723 S FRANCIS AVE LANSING MI

33-01-01-23-153-021
S 14 FT LOT 27 & N 36 FT LOT 28 AVIS SUB REC L 9 P 30
Property Address: 1210 S CLEMENS AVE LANSING MI

[29899:2:20161101:153031]

33-01-01-26-302-021
LOT 3 GREEN MEADOWS SUB
Property Address: 2023 HAMELON ST LANSING MI

33-01-01-27-476-050
S 330 FT OF E 792 FT OF SE 1/4 OF SE 1/4 EXC E 173 FT OF S 240 FT; SEC 27 T4N
R2W
Property Address: AURELIUS RD LANSING MI

33-01-01-27-476-055
COM 330 FT N OF SE COR SEC 27, TH W ON LINE 330 FT N OF & PARLL TO S SECTION
LINE 792 FT, N 14.68 FT TO S LINE GOODHOME SUB, E'LY TO E LINE SAID SECTION, S
15.48 FT TO BEG; SEC 27 T4N R2W
Property Address: AURELIUS RD LANSING MI

33-01-01-28-285-071
LOTS 129, 130 & N 5 FT LOT 133 ALSO COM NW COR LOT 129, TH N 5 FT E 120 FT, S 5 FT, W 120 FT TO
BEG; ADDMORE PARK
Property Address: 569 LINCOLN AVE LANSING MI

33-01-01-28-452-231
N 46 FT OF S 132 FT LOT 1 BLOCK 1 OAK CREST SUB
Property Address: 3116 S CEDAR ST LANSING MI

33-01-01-29-277-051
LOTS 13 & 14 BLOCK 1 RESUB OF BLOCKS 17, 21, 22 AND LOTS 35 TO 72 INCL, BLOCK 30 ELMHURST SUB
Property Address: 2501 STIRLING AVE LANSING MI

33-01-01-29-278-021
LOT 12 BLOCK 3 RESUB OF BLOCKS 17, 21, 22 AND LOTS 35 TO 72 INCL, BLOCK 30 ELMHURST SUB
Property Address: 2509 S M L KING JR BLVD LANSING MI

33-01-01-30-478-121
LOT 429 PLEASANT GROVE SUB NO 1
Property Address: 3318 AVALON ST LANSING MI

33-01-01-31-126-281
COM 1638.8 FT E OF NW COR SEC 31, TH S 596.75 FT, W 136 FT, N 596.75 FT, E 136 FT TO BEG;
SEC 31 T4N R2W
Property Address: W HOLMES RD LANSING MI

33-01-01-31-279-011
LOT 6 PLEASANT SUB
Property Address: 4209 RICHMOND ST LANSING MI

33-01-01-32-353-131
LOT 150 PLEASANT GROVE SUB
Property Address: 4909 HUGHES RD LANSING MI

[29899:2:20161101:153031]

33-01-01-33-151-101
LOT 32 SUPERVISORS PLAT OF BURCHFIELD SUB
Property Address: 3827 BURCHFIELD DR LANSING MI

33-01-01-34-229-045
LOT 38 SUPERVISORS PLAT OF CHERRY HILL
Property Address: REX ST LANSING MI

33-01-01-35-326-131
LOT 20 SONNYBROOK PLAT
Property Address: 2621 DIER ST LANSING MI

33-01-01-35-353-132
LOTS 52 & 53 SUPERVISORS PLAT OF CULVER-DALE SUB
Property Address: 2018 IRENE ST LANSING MI

33-01-05-04-377-001
LOT 19 SUPERVISORS PLAT OF HOME OWNERS SUB
Property Address: 5835 ROLFE RD LANSING MI

33-01-05-05-301-081
COM ON SW'LY LINE LOT 14 961.7 FT S 44DEG 20MIN E OF W'LY COR, TH S 44DEG 20MIN E 105 FT, N 45
DEGVALLEAUS SUB
E 57.5 FT, N 44DEG 20MIN W 105 FT, S 45DEG W 57.5 FT TO BEG; SUPERVISORS PLAT OF
Property Address: SELFRIDGE BLVD LANSING MI

33-01-05-05-302-081
LOT 4 SUPERVISORS PLAT OF VALLEAUS SUB
Property Address: 5812 S M L KING JR BLVD LANSING MI

33-01-05-06-201-282
E 78.5 FT OF N 1/2 LOT 55 ALSO W 15 FT OF N 1/2 LOT 56 MAPLE GROVE FARMS NO 2
Property Address: 3009 W JOLLY RD LANSING MI

33-01-05-06-226-041
E 57.5 FT OF S 176.25 FT LOT 67 MAPLE GROVE FARMS NO 2
Property Address: 2416 MIDWOOD ST LANSING MI

33-01-05-06-433-041
LOT 51 EXC E 10 FT SUPERVISORS PLAT OF WEBSTER FARM SUB NO 2
Property Address: 2422 WEBSTER ST LANSING MI

33-01-05-06-434-061
LOT 76 WEBSTER FARM SUB NO 1
Property Address: 5840 PIPER AVE LANSING MI

[29899:2:20161101:153031]

33-01-05-09-203-001

W 65 FT OF N 140 FT LOT 4 GARDENDALE SUB

Property Address: 300 E MILLER RD LANSING MI



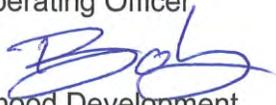
Virg Bernero, Mayor

DEPARTMENT OF PLANNING AND NEIGHBORHOOD DEVELOPMENT

316 N. CAPITOL AVENUE • LANSING, MI 48933-1236 • (517) 483-4060 • FAX: (517) 483-6036

DIRECTOR'S OFFICE

TO: Chad Gamble, Chief Operating Officer

FROM: Bob Johnson, Director 
Planning and Neighborhood Development

DATE: October 31, 2016

SUBJECT: Property Foreclosed for 2013 Delinquent Taxes – Rejection Resolution – Eaton and Ingham County

Chad, we have reviewed the attached properties and recommend that the City decline taking possession of those identified in the list of foreclosed properties provided by Mr. Eric Schertzing, Treasurer-Ingham County and Mr. Bob Robinson, Treasurer-Eaton County.

The next step is to have City Council pass a resolution declining to receive the properties.

I have included the City of Lansing (Ingham County) list of foreclosed properties for your review. The lone property within Eaton County is identified by the parcel number as presented in the first paragraph of Mr. Robinson's letter dated October 25, 2016.

The inventory for the 2013 DELINQUENT TAX PROPERTIES foreclosed in 2016 is 88 properties (Eaton – 1; Ingham – 87).

The City must notify the Ingham and Eaton County Treasurer before December 30, 2016 of its rejection of the tax foreclosed properties, failure to do so results in the City taking possession of each parcel that it has not rejected.

Thank you.

CC: Angie Bennett, Finance Director
Tammy Good, Treasurer
Don Kulhanek, Manager Development Division – PNDD
Jim Smiertka, City Attorney
Chris Swope, City Clerk

2016 PROPERTY TAX FORECLOSURES
CITY OF LANSING

33-01-01-03-101-091

LOT 73 WOODLAWN SUB

Property Address: SANFORD AVE LANSING MI

33-01-01-03-378-0S1

LOT 143 PARK MANOR HEIGHTS

Property Address: 2324 COMMONWEALTH AVE LANSING MI

33-01-01-04-109-101

LOTS 53 & 54 IDEAL HOMESITES

Property Address: 622 CARRIER ST LANSING MI

33-01-01-04-276-081

LOT 46 SUPERVISORS PLAT OF COMMUNITY HOME SITES

Property Address: 541 E PAULSON ST LANSING MI

33-01-01-04-301-141

N 75 FT OF S 335 FT LOT 15 & N 50 FT OF S 335 FT LOT 16 ASSESSORS PLAT NO 34
REC L 11 P 15

Property Address: 2703 TAYLOR ST LANSING MI

33-01-01-04-328-231

LOT 53 ASSESSORS PLAT NO 45

Property Address: TURNER ST LANSING MI

2016 PROPERTY TAX FORECLOSURES
CITY OF LANSING

33-01-01-04-426-592

COM 793 FT W OF E 1/4 POST, TH N 12.75 FT TO S LINE CHILSON AVE, W 50 FT, S
179.75 FT, E 50 FT, N 167 FT TO BEG; SEC 4 T4N R2W

Property Address: 426 CHILSON AVE LANSING MI

33-01-01-05-427-041

LOT 5 ASSESSORS PLAT NO 57

Property Address: 2730 N M L KING JR BLVD LANSING MI

33-01-01-05-451-021

W 140.7 FT, S 23DEG 44MIN W 272.45 FT TO N BANK OF GRAND RIVER, S 64DEG 16MIN E 161.55 FT
ALONG SAID BANK, N 21DEG 34MIN E 284 FT TO SAID S R/W LINE, N 68DEG 26MIN W 10.13 FT TO BEG;
SEC 5 T4N R2W

Property Address: N GRAND RIVER AVE LANSING MI

33-01-01-05-451-031

COM ON S'LY LINE OF 100 FT R/W GRAND RIVER AVE S 68DEG 26MIN E 10.13 FT FROM INTERSECTION R2W
WITH N&S 1/4 LINE, TH S 68DEG 26MIN E 270 FT, S 21DEG 34MIN W 397.6 FT TO N BANK GRAND RIVER,
N 45DEG 37MIN W 292.9 FT ALONG SAID BANK, N 21DEG 34MIN E 284 FT TO BEG; SEC 5 T4N

Property Address: N GRAND RIVER AVE LANSING MI

33-01-01-06-131-035

LOT 237 WESTMONT SUB

Property Address: ALFRED AVE LANSING MI

33-01-01-08-201-571

W 32 FT OF E 70.25 FT LOT 1 ASSESSORS PLAT NO 12

Property Address: 1217 MUSKEGON AVE LANSING MI

2016 PROPERTY TAX FORECLOSURES
CITY OF LANSING

33-01-01-08-282-051

S 26 FT LOT 130 & N 17 FT LOT 129 KNOLLWOOD PARK

Property Address: ROOSEVELT AVE LANSING MI

33-01-01-08-378-251

LOT 22 BLOCK 2 DAYTONS ADD

Property Address: 817 N JENISON AVE LANSING MI

33-01-01-08-406-161

LOT 29 BUNGALOW HOME ADD

Property Address: 1123 THEODORE ST LANSING MI

33-01-01-08-408-071

LOT 162, N 15 FT LOT 163 & S 20 FT LOT 161 CHARLES KUDNERS SUB

Property Address: 1003 WESTMORELAND AVE LANSING MI

33-01-01-08-479-011

W 110 FT OF N 16.31 FT LOT 128 & W 110 FT OF S 16.69 FT LOT 129 ENGLEWOOD PARK ADD

Property Address: 922 CHICAGO AVE LANSING MI

33-01-01-08-482-191

N 34 FT LOT 106 ENGLEWOOD PARK ADD

Property Address: 729 CHICAGO AVE LANSING MI

33-01-01-09-352-221

S 2 R LOT 10 BLOCK B SUB OF BLOCKS 26 & 27 ORIG PLAT

2016 PROPERTY TAX FORECLOSURES
CITY OF LANSING

Property Address: 1118 N PINE ST LANSING MI

33-01-01-09-352-221

E 1/2 LOT 5 BLOCK 2 MOORES SUB ON BLOCK 27

Property Address: 623 BROOK ST LANSING MI

33-01-01-09-360-231

E 37 FT LOTS 11 & 12 BLOCK E SUB OF BLOCKS 26 & 27 ORIG PLAT

Property Address: 515 W OAKLAND ST LANSING MI

33-01-01-09-476-041

S 2 R OF W 6 R LOT 22 BLOCK 21 ORIG PLAT

Property Address: 808 CENTER ST LANSING MI

33-01-01-10-103-011

LOT 2 BLOCK 2 BALLARDS ADD

Property Address: 1913 N HIGH ST LANSING MI

33-01-01-10-103-031

S 14 FT LOT 3 & N 26 FT LOT 4 BLOCK 2 BALLARDS ADD

Property Address: 1903 N HIGH ST LANSING MI

33-01-01-10-106-051

LOT 19 & PART OF VAC ALLEY DESC AS COM NE COR LOT 19, TH W 33 FT, N 3.96 FT, E
33 FT, S 3.96 FT TO BEG; REPLAT OF BLOCK 3 OF BALLARDS ADD

Property Address: 825 E NORTH ST LANSING MI

2016 PROPERTY TAX FORECLOSURES
CITY OF LANSING

33-01-01-10-180-161

LOT 182 HIGHLAND PARK

Property Address: 1315 MASSACHUSETTS AVE LANSING MI

33-01-01-10-254-121

LOT 208 CAPITOL HEIGHTS

Property Address: 1419 OHIO AVE LANSING MI

33-01-01-10-326-551

LOT 2 BROWNS SECOND SUB

Property Address: E GRAND RIVER AVE LANSING MI

33-01-01-10-326-561

LOT 1 BROWNS SECOND SUB

Property Address: 1108 E GRAND RIVER AVE LANSING MI

33-01-01-10-401-140

LOT 27, ALSO PARTS LOTS 28 & 29 LYING S OF A LINE COM 10.815 FT N OF SE COR LOT 29, TH W'LY 102 FT =/-
TO POINT ON W LINE LOT 28 LYING 10.815 FT S OF NW COR THEREOF & POE; OTTO'S ADD

Property Address: CLARK ST LANSING MI

33-01-01-10-408-061

LOT 54 FARRANDS ADD

Property Address: 1108 CLEVELAND ST LANSING MI

33-01-01-14-309-111

2016 PROPERTY TAX FORECLOSURES
CITY OF LANSING

E 94 FT LOT 396 LESLIE PARK SUB

Property Address: 2221 E KALAMAZOO ST LANSING MI

33-01-01-14-3S2-041

LOT 80 LESLIE PARK SUB

Property Address: 413 S CLEMENS AVE LANSING MI

33-01-01-14-360-001

W 99 FT LOTS 431 & 432 LESLIE PARK SUB

Property Address: 501 S HAYFORD AVE LANSING MI

33-01-01-15-104-401

LOT 11 BLOCK 2 ASSESSORS PLAT NO 7

Property Address: 508 LESHER PLACE LANSING MI

33-01-01-15-310-001

N 42 FT LOT 5 & W 12 FT OF N 42 FT LOT 4 BLOCK 16 GREEN OAK ADD

Property Address: 301 S HOSMER ST LANSING MI

33-01-01-15-376-241

LOT 4 BLOCK 2 LANSING IMPROVEMENT COMPANYS ADD

Property Address: 1116 E KALAMAZOO ST LANSING MI

33-01-01-15-432-431

LOT 1 BLOCK 3 ASSESSORS PLAT NO 16

Property Address: 134 LESLIE ST LANSING MI

2016 PROPERTY TAX FORECLOSURES
CITY OF LANSING

33-01-01-15-479-121

LOT 92 PAUL PARK ADD

Property Address: 513 LESLIE ST LANSING MI

33-01-01-17-227-241

E 1/2 LOT 5 WHITES SUB E OF BUTLER REC L 1 P 15

Property Address: 727 W SAGINAW ST LANSING MI

33-01-01-17-227-311

E 1/2 LOT 15 WHITES SUB E OF BUTLER REC L 1 P 15

Property Address: 825 W SAGINAW ST LANSING MI

33-01-01-17-258-121

E 3 R LOT 17 BLOCK 2 FRENCHS SUB

Property Address: 1210 W OTTAWA ST LANSING MI

33-01-01-17-258-181

S 9 R OF E 2 R OF W 4 R LOTS 1, 2 & 3 BLOCK 2 FRENCHS SUB

Property Address: 1112 W OTTAWA ST LANSING MI

33-01-01-20-130-131

W 37 FT LOT 38 RIVERVIEW HEIGHTS SUB REC L 4 P 44

Property Address: 1607 W MALCOLM X ST LANSING MI

33-01-01-20-489-041

2016 PROPERTY TAX FORECLOSURES
CITY OF LANSING

LOT 10 FLORAL SUB

Property Address: 1817 S RUNDLE AVE LANSING MI

33-01-01-21-258-085

E 2 R OF S 5 1/2 R LOT 15 BLOCK 203 ORIG PLAT

Property Address: 227 E SOUTH ST LANSING MI

33-01-01-21-277-070

LOT 3 BLOCK 220 ORIG PLAT

Property Address: 1016 BEECH ST LANSING MI

33-01-01-21-430-040

LOT 15 & S 6.5 FT OF E 21 FT LOT 14 TORRANCE COURT SUB REC L 8 P 29

Property Address: 535 TORRANCE CT LANSING MI

33-01-01-21-431-095

5 56.5 FT LOT 32 TORRANCE FARM ADD

Property Address: 1508 BAILEY ST LANSING MI

33-01-01-21-451-015

LOT 10 BLOCK 2 HALLS THIRD ADD

Property Address: 138 GARDEN ST LANSING MI

33-01-01-21-484-020

N 31 FT LOT 129 TORRANCE FARM ADD

Property Address: 1815 LINVAL ST LANSING MI

2016 PROPERTY TAX FORECLOSURES
CITY OF LANSING

33-01-01-22-203-161

LOT 253 EXCELSIOR LAND COMPANYS SUB

Property Address: 924 DAKIN ST LANSING MI

33-01-01-22-206-142

LOTS 232 & 233 EXCELSIOR LAND COMPANYS SUB

Property Address: 1042 DAKIN ST LANSING MI

33-01-01-22-207-021

LOT 281 EXCELSIOR LAND COMPANYS SUB

Property Address: 1015 DAKIN ST LANSING MI

33-01-01-22-228-041

LOTS 46 & 47 ASSESSORS PLAT NO 49

Property Address: 721 LESLIE ST LANSING MI

33-01-01-22-277-121

LOT 154 & N 1/2 LOT 153 CITY PARK SUB

Property Address: 1132 LESLIE ST LANSING MI

33-01-01-22-280-162

LOTS 105, 106 & 107 PARKVIEW LAND CO ADD

Property Address: 1236 ALLEN ST LANSING MI

33-01-01-22-283-262

2016 PROPERTY TAX FORECLOSURES
CITY OF LANSING

W 34 FT LOT 63 CITY PARK SUB

Property Address: 1820 PERKINS ST LANSING MI

33-01-01-22-309-291

LOT 7 BLOCK 6 ASSESSORS PLAT NO 28 REC L 10 P 33

Property Address: 912 BAKER ST LANSING MI

33-01-01-22-352-011

LOT 3 BLOCK 4 ASSESSORS PLAT NO 28 REC L 10 P 33

Property Address: 1S07 LYONS AVE LANSING MI

33-01-01-22-353-031

LOT 9 REO MOTOR CAR CO'S SUB REC L 6 P 30

Property Address: 1609 DONORA ST LANSING MI

33-01-01-23-103-091

LOT 53 LANSING ADDITION COMPANYS SUB REC L 5 P 20

Property Address: 704 S MAGNOLIA AVE LANSING MI

33-01-01-23-127-061

LOTS 18 & 19 J L PUTMANS SUB REC L 7 P 35

Property Address: 723 S FRANCIS AVE LANSING MI

33-01-01-23-153-021

S 14 FT LOT 27 & N 36 FT LOT 28 AVIS SUB REC L 9 P 30

Property Address: 1210 S CLEMENS AVE LANSING MI

2016 PROPERTY TAX FORECLOSURES
CITY OF LANSING

33-01-01-26-302-021

LOT 3 GREEN MEADOWS SUB

Property Address: 2023 HAMELON ST LANSING MI

33-01-01-27-476-050

S 330 FT OF E 792 FT OF SE 1/4 OF SE 1/4 EXC E 173 FT OF S 240 FT; SEC 27 T4N R2W

Property Address: AURELIUS RD LANSING MI

33-01-01-27-476-055

COM 330 FT N OF SE COR SEC 27, TH W ON LINE 330 FT N OF & PARLL TO S SECTION LINE 792 FT, N 14.68 FT TO S LINE GOODHOME SUB, E'LY TO E LINE SAID SECTION, S 15.48 FT TO BEG; SEC 27 T4N R2W

Property Address: AURELIUS RD LANSING MI

33-01-01-28-285-071

LOTS 129, 130 & N 5 FT LOT 133 ALSO COM NW COR LOT 129, TH N 5 FT E 120 FT, S 5 FT, W 120 FT TO BEG; ADDMORE PARK

Property Address: 569 LINCOLN AVE LANSING MI

33-01-01-28-452-231

N 46 FT OF S 132 FT LOT 1 BLOCK 1 OAK CREST SUB

Property Address: 3116 S CEDAR ST LANSING MI

33-01-01-29-277-051

LOTS 13 & 14 BLOCK 1 RESUB OF BLOCKS 17, 21, 22 AND LOTS 35 TO 72 INCL, BLOCK 30 ELMHURST SUB

Property Address: 2501 STIRLING AVE LANSING MI

2016 PROPERTY TAX FORECLOSURES
CITY OF LANSING

33-01-01-29-278-021

LOT 12 BLOCK 3 RESUB OF BLOCKS 17, 21, 22 AND LOTS 35 TO 72 INCL, BLOCK 30 ELMHURST SUB

Property Address: 2509 S M L KING JR BLVD LANSING MI

33-01-01-30-478-121

LOT 429 PLEASANT GROVE SUB NO 1

Property Address: 3318 AVALON ST LANSING MI

33-01-01-31-126-281

COM 1638.8 FT E OF NW COR SEC 31, TH S 596.75 FT, W 136 FT, N 596.75 FT, E 136 FT TO BEG;
SEC 31 T4N R2W

Property Address: W HOLMES RD LANSING MI

33-01-01-31-279-011

LOT 6 PLEASANT SUB

Property Address: 4209 RICHMOND ST LANSING MI

33-01-01-32-353-131

LOT 150 PLEASANT GROVE SUB

Property Address: 4909 HUGHES RD LANSING MI

33-01-01-33-151-101

LOT 32 SUPERVISORS PLAT OF BURCHFIELD SUB

Property Address: 3827 BURCHFIELD DR LANSING MI

2016 PROPERTY TAX FORECLOSURES
CITY OF LANSING

33-01-01-34-229-045

LOT 38 SUPERVISORS PLAT OF CHERRY HILL

Property Address: REX ST LANSING MI

33-01-01-35-326-131

LOT 20 SONNYBROOK PLAT

Property Address: 2621 DIER ST LANSING MI

33-01-01-35-353-132

LOTS 52 & 53 SUPERVISORS PLAT OF CULVER-DALE SUB

Property Address: 2018 IRENE ST LANSING MI

33-01-05-04-377-001

LOT 19 SUPERVISORS PLAT OF HOME OWNERS SUB

Property Address: 5835 ROLFE RD LANSING MI

33-01-05-05-301-081

COM ON SW'LY LINE LOT 14 961.7 FT S 44DEG 20MIN E OF W'LY COR, TH S 44DEG 20MIN E 105 FT, N 45 DEG VALLEAUS SUB
E 57.5 FT, N 44DEG 20MIN W 105 FT, S 45DEG W 57.5 FT TO BEG; SUPERVISORS PLAT OF

Property Address: SELFRIDGE BLVD LANSING MI

33-01-05-05-302-081

LOT 4 SUPERVISORS PLAT OF VALLEAUS SUB

Property Address: 5812 S M L KING JR BLVD LANSING MI

33-01-05-06-201-282

E 78.5 FT OF N 1/2 LOT 55 ALSO W 15 FT OF N 1/2 LOT 56 MAPLE GROVE FARM5 NO 2

2016 PROPERTY TAX FORECLOSURES
CITY OF LANSING

Property Address: 3009 W JOLLY RD LANSING MI

33-01-05-06-226-041

E 57.5 FT OF S 176.25 FT LOT 67 MAPLE GROVE FARMS NO 2

Property Address: 2416 MIDWOOD ST LANSING MI

33-01-05-06-433-041

LOT S1 EXC E 10 FT SUPERVISORS PLAT OF WEBSTER FARM SUB NO 2

Property Address: 2422 WEBSTER ST LANSING MI

33-01-05-06-434-061

LOT 76 WEBSTER FARM SUB NO 1

Property Address: 5840 PIPER AVE LANSING MI

33-01-05-09-203-001

W 65 FT OF N 140 FT LOT 4 GARDENDALE SUB

Property Address: 300 E MILLER RD LANSING MI



OFFICE OF THE MAYOR

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

Virg Bernero, Mayor

TO: City Council President Judi Brown Clarke and Councilmembers
FROM: Mayor Virg Bernero
DATE: 11/10/16
RE: Decline possession of Eaton County Tax Foreclosed Properties

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

VB/rh
Attachment



City of Lansing
Inter-Departmental
Memorandum



To: Virg Bernero, Mayor

From: Susan Stachowiak, Zoning Administrator

Subject: CITY COUNCIL AGENDA ITEM
Decline possession of Eaton County Tax Foreclosed Properties

Date: November 1, 2016

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

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

Attachments

EATON COUNTY TREASURER



Bob Robinson

1045 Independence Blvd. • Charlotte, Michigan 48813
(517) 543-4262 Fax: (517) 543-9983

October 25, 2016

Chris Swope
City of Lansing Clerk
124 W. Michigan Ave
Lansing, MI 48933

Dear Chris:

The office of the Eaton County Treasurer foreclosed on property code #23-50-40-36-407-061 on March 31, 2016 for unpaid property taxes.

Pursuant to PA 123 of 1999, the property was offered first right of refusal to the State of Michigan and subsequently offered to the City of Lansing and the County of Eaton for purchase. All 3 units declined the purchase of the property.

The property was offered for sale at a Public Auction in September of 2016 and remained unsold. It was re-offered for sale in October of 2016 and still remained unsold.

Public Act 123 of 1999 states that a property that remains unsold after the final public auction will be transferred to the unit in which the property is located on December 30 immediately succeeding the date of the sale.

The property referenced in this letter will be transferred to the City of Lansing on December 30, 2016 unless the township objects to the transfer of the property in writing to the Eaton County Treasurer prior to that date. If the township declines the transfer of the property, the Eaton County Treasurer will retain possession of the property and all taxes for 2016 shall be cancelled.

Please contact me if you should have any questions related to this matter.

Sincerely,

Bob Robinson, Treasurer

Cc: Tammy Good, Treasurer

RESOLUTION #2016-_____

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

RESOLUTION OBJECTING TO THE TRANSFER OF ALL UNSOLD TAX REVERTED
PROPERTIES FROM THE EATON COUNTY TREASURER TO THE CITY OF
LANSING

WHEREAS, Public Act 123 of 1999, hereinafter referred to as the “Act,” established an expedited process whereby property on which taxes have not been paid could be sold for unpaid taxes; and

WHEREAS, the Act creates a series of stages through which a property on which the taxes have not been paid must pass before that property can be sold; and

WHEREAS, the Act allowed each county in the State of Michigan to decide whether its treasurer or the State of Michigan would act as the governmental entity responsible for overseeing the stages through which a property on which the taxes have not been paid must pass before the property is sold; and

WHEREAS, the Act refers to the governmental entity responsible for overseeing the stages through which a property on which the taxes have not been paid must pass before the property is sold as the foreclosing governmental unit; and

WHEREAS, the Treasurer of Eaton, (hereinafter referred to as the “Treasurer”), is the foreclosing governmental unit under the Act with authority to take all actions, judicial or otherwise, required under the Act in order to sell property on which the taxes have not been paid in Eaton County; and

WHEREAS, pursuant to the Act fee simple title to a property on which the Treasurer has foreclosed vest in the Treasurer effective on the March 31st immediately succeeding the hearing for uncontested cases or 10 days after the conclusion of the hearing for contested cases; and

WHEREAS, the Act prescribes how the Treasurer is to dispose of property obtained by foreclosure; and

WHEREAS, the Act requires that the Treasurer give a list to the Clerk of the City of Lansing which list shall contain all the property in that city on which the Treasurer has foreclosed that has not been sold prior to December 1st of the year in which it is foreclosed upon; and

WHEREAS, unless the City of Lansing objects in writing, the Act requires the Treasurer to transfer to that city fee simple title to the property on that list; and

WHEREAS, the City has received from the Treasurer a list of property that may be transferred to it if it does not object; and

WHEREAS, the City of Lansing does not wish to obtain from the Treasurer any property upon which the Treasurer has foreclosed but not sold because of the cost of maintaining such property will exceed any benefit that will be obtained.

NOW, THEREFORE, BE IT RESOLVED, the City of Lansing hereby objects to the transfer of property foreclosed upon by the Treasurer but not sold that are contained on the list thereof filed with the City of Lansing Clerk and said transfers are, therefore, refused.

Parcel Number: 23-50-40-36-407-061

Property Description: LOT 326 GLENBURNE NO 5, City of Lansing, Eaton County

Property Address: Glenburne Blvd. (Vacant)



OFFICE OF THE CITY ATTORNEY



MEMORANDUM

To: NICK SOUCY, Mayor's Office
From: VENUS KUMAR, Legal Assistant
Subject: SPECIAL ASSESSMENTS CLAIM; Jessica Sietsema
Date of Incident: August 3, 2016
Date: October 31, 2016

Attached is a Claim Form received by this office from Jessica Sietsema for \$3443.00 due to trash violation at 731 W. Genesee St.

This claim is being referred to the Mayor's Office for consideration on the City Council's agenda because this claim exceeds \$2,500.00.

Thank you for your assistance.

/vmk
Attachments



City of Lansing

OFFICE OF THE CITY ATTORNEY

1342

Claim Form – Special Assessments

Please provide the following information so we can contact you regarding your claim.

NAME: Jessica Sietema DATE: 08/02/2016
 MAILING ADDRESS: 731 W. Genesee St., Lansing, MI 48915
 CITY: Lansing STATE: MI ZIP CODE: 48915
 TELEPHONE: Home () 616-558-5681 Work () _____

Please provide the following information on the incident(s) for which you are filing a claim. IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW, WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM.

ADDRESS: 731 W. Genesee PARCEL NO. 33-01-01-17-232-201
 DATE OF INCIDENT: 8/03/2016 AMOUNT YOU WERE BILLED: ~\$4,200
 TOTAL AMOUNT YOU ARE CLAIMING: All less \$245 admin fee
 TYPE OF ASSESSMENT: Fine for property violations

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

While we concede that the violations for which a contractor was sent to this property did exist, we believe that the fine exceeds a reasonable amount for the removal work necessary.

We politely request a breakdown of the fine and ~~quantity~~ itemization of the contracting fee, and request a reduction in payment pursuant to that breakdown.

A description of the claims review process is available on our website at: http://www.lansingmi.gov/attorney/Claims_review_process.jsp



DATE: 10/10/2016

1342

PPN: 33-01-01-17-232-201
 DATE SUBMITTED: 10/10/2016
 ADDRESS OF VIOLATION: 731 W. Genesee Street
 LISTED TAXPAYER OF RECORD: Rivendell Corporation
 OTHER TAXPAYER OF RECORD:
 CLAIMANT: Sietsema, Jessica
 CLAIMANT'S ADDRESS: 731 W. Genesee Street
 Lansing, MI 48915

TYPE OF ACTIONS CONTESTED: Trash Removal
 VIOLATION DATE: 6/30/2016
 NOTIFICATION DATE: 6/30/2016
 2ND NOTICE ASSESSMENT DATE:
 AMOUNT OF ASSESSMENT: \$4,334.00
 CONTRACTOR NAME - INVOICE NO. - DATE: Crutcher 16-T032 7/26/2016
 AMOUNT OF CLAIM: \$4,200.00

ADDITIONAL ACTIONS CONTESTED:
 VIOLATION DATE:
 NOTIFICATION DATE:
 2ND NOTICE ASSESSMENT DATE:
 AMOUNT OF ASSESSMENT:
 CONTRACTOR NAME - INVOICE NO. - DATE:
 AMOUNT OF CLAIM:
 MEMO DATE - INVOICE NO.:

HISTORY: Grass Violation 5/25/2016 Grass Violation 6/30/2016 Trash Violation 6/30/2016 Failure to Register Rental 8/31/2016

CITATIONS IN PREVIOUS YEAR: DAMV 4/01/2015 Trash Violation 4/01/2015

CLAIMANT'S CIRCUMSTANCES: See Attached



CODE OFFICER'S NOTES: This unregistered rental property was cited for a trash violation on 6/30/2016 with a compliance due date of 7/07/2016. This office was contacted by one of the tenants on 7/06/2016 (please see attached notes) who wanted clarification of the letter and the tenant asked for a one week extension which was given. The Premise Officer returned on 7/15/2016 (please see date stamped pictures for 7/15/2016) the violations were still present, the wood was not neatly stacked as requested and instead of proper garage doors plastic was attached to the garage to act as a door. The violations at the rear of the garage were not removed as requested and plastic was laid over the debris instead of removing them. Proper notice was given to the owners along with clarification of the violations present and extension was granted but the violations remained. This office does concede that the owner could have removed the violations at a less expensive rate than what the City of Lansing charges however they are not bound by the contracted hourly rate and liability insurance requirements placed upon the trash contractor. This office would also like to note that this house is being rented and per the notes of the officer one of the tenants called to complain about the removal of the wood from the garage as this house does not have heat source outside of burning wood to heat the structure which is a housing code violation. A failure to register notice was sent to Rivendell Corporation on 8/31/2016 and to date this owner has failed to register the rental with the City of Lansing. This office recommends denial of the claim.



RECEIVED SEP 02 2016

City of Lansing

OFFICE OF THE CITY ATTORNEY

Claim Form – Special Assessments

Please provide the following information so we can contact you regarding your claim.

NAME: Jessica Sietema DATE: 09/02/2016
MAILING ADDRESS: 731 W. Genesee St., Lansing, MI 48915
CITY: Lansing STATE: MI ZIP CODE: 48915
TELEPHONE: Home () (616) 538-5681 Work () _____

Please provide the following information on the incident(s) for which you are filing a claim. IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW, WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM.

ADDRESS: 731 W. Genesee PARCEL NO. 33-01-61-17-232-201
 DATE OF INCIDENT: 8/07/2016 AMOUNT YOU WERE BILLED: ~\$4,200
 TOTAL AMOUNT YOU ARE CLAIMING: All less \$245 admin fee
 TYPE OF ASSESSMENT: Fine for property violations

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

While we concede that the violations for which a contractor was sent to this property did exist, we believe that the fine exceeds a reasonable amount for the removal work necessary.

We politely request a breakdown of the fine and ~~quantity~~ itemization of the contacting fee, and request a reduction in payment pursuant to that breakdown.

A description of the claims review process is available on our website at: http://www.lansingmi.gov/attorney/Claims_review_process.jsp



Mayor Virg Bernero

**Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section**

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

TRASH AND DEBRIS CORRECTION NOTICE

**RIVENDELL CORP or Current Occupant
731 W GENESEE ST
LANSING, MI 48915-1838**

**Violation Date: 06/30/2016
Violation Location: 731 W GENESEE ST
Parcel No: 33-01-01-17-232-201
Compliance Due Date: July 07, 2016**

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Paper/Glass/Plastic/Metal/Cardboard debris

Violation: Indoor type furniture in the outdoors

Violation: Deteriorated building materials

Violation: Deteriorated Lumber

Violaton: Deteriorated Pallets

Violation: Brush & Tree Limb debris

Violation: Junk tire debris

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice.** The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra \$75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

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

Code Officer: Zachary Driver (517) 702 4750

"Equal Opportunity Employer"

Taxpayer's Copy



Nuisance Fees
 City of Lansing Treasurers Office
 124 W Michigan Ave 1st Floor
 Lansing, MI 48933
 Ph: (517) 483-4361 Fx: (517) 377-0169

Nuisance Fee Billing Statement

Date Created: 08/03/2016
 Due Date: 09/02/2016



RIVENDELL CORP
 731 W GENESEE ST
 LANSING MI 48915-1838

Inv Number: 00078821
 Parcel: 33-01-01-17-232-201
 Address: 731 W GENESEE ST



Parcel: 33-01-01-17-232-201 **Bill Detail**

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00078821		E16-10345	731 W GENESEE ST	\$4,334.00
Fee Details:				Quantity
				Description
				Balance
				1.000
				Trash - Admin Fee
				\$ 265.00
				4069.000
				Trash - Contractor Charge
				\$ 4,069.00
Total Amount Due				\$ 4,334.00

Questions regarding this invoice: Contact **CODE COMPLIANCE** at 517.483.4361

Payment Information:

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
 City of Lansing Treasurers Office
 124 W Michigan Ave 1st Fl
 Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
- Payment in full is due within 30 days from the billing date
- Any unpaid balance remains as a lien against this property and will be added to the next property tax bill.

Appeals Process:

If you intend to appeal this nuisance fee and it is attached to your tax bill, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are available in the City Attorney's Office and the City of Lansing's web address: www.lansingmi.gov. Return completed claim to: Lansing City Attorney's Office, 124 West Michigan Ave 5th Fl, Lansing, MI 48933

Other Information:

- July property taxes are due and payable on or before August 31st. December property taxes are due and payable on or before February 14th.
- For Red Tag Monitoring Fees Only – invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

Payments may be made online or in person Monday thru Friday 8:00 a.m. - 4:30 p.m., at the above address or by mail

Eric's Refuse LLC

P.O. Box 16035
Lansing, MI 48901

Invoice

Date	Invoice #
7/31/2016	5401

Bill To
City of Lansing Office of Code Compliance 316 North Capital Lansing, MI 48933-1238

property address
731 W Genesee St 33-01-01-17-232-201

Terms

work complete
7/31/2016

Quantity	Item Code	Description	Price Each	Amount
1	1hr 3ey	first hour and 3 yards of debris	175.00	175.00
17	add hr	additional hour after 1	150.00	2,550.00
2	add cy	addition yards after 3	22.00	44.00
50	class 2	construction material after 3	26.00	1,300.00
		work complete 7/26/16 total yards 55 submitted by Zachary Driver		
All work is complete!			Total	\$4,069.00



Mayor Virg Bernero

**LANSING FIRE DEPARTMENT
FIRE MARSHAL'S OFFICE
Code Compliance Section**

316 N. Capitol Avenue Ste. C-2

Lansing, MI 48933

Phone: 517-483-4361

Fax: 517-377-0100

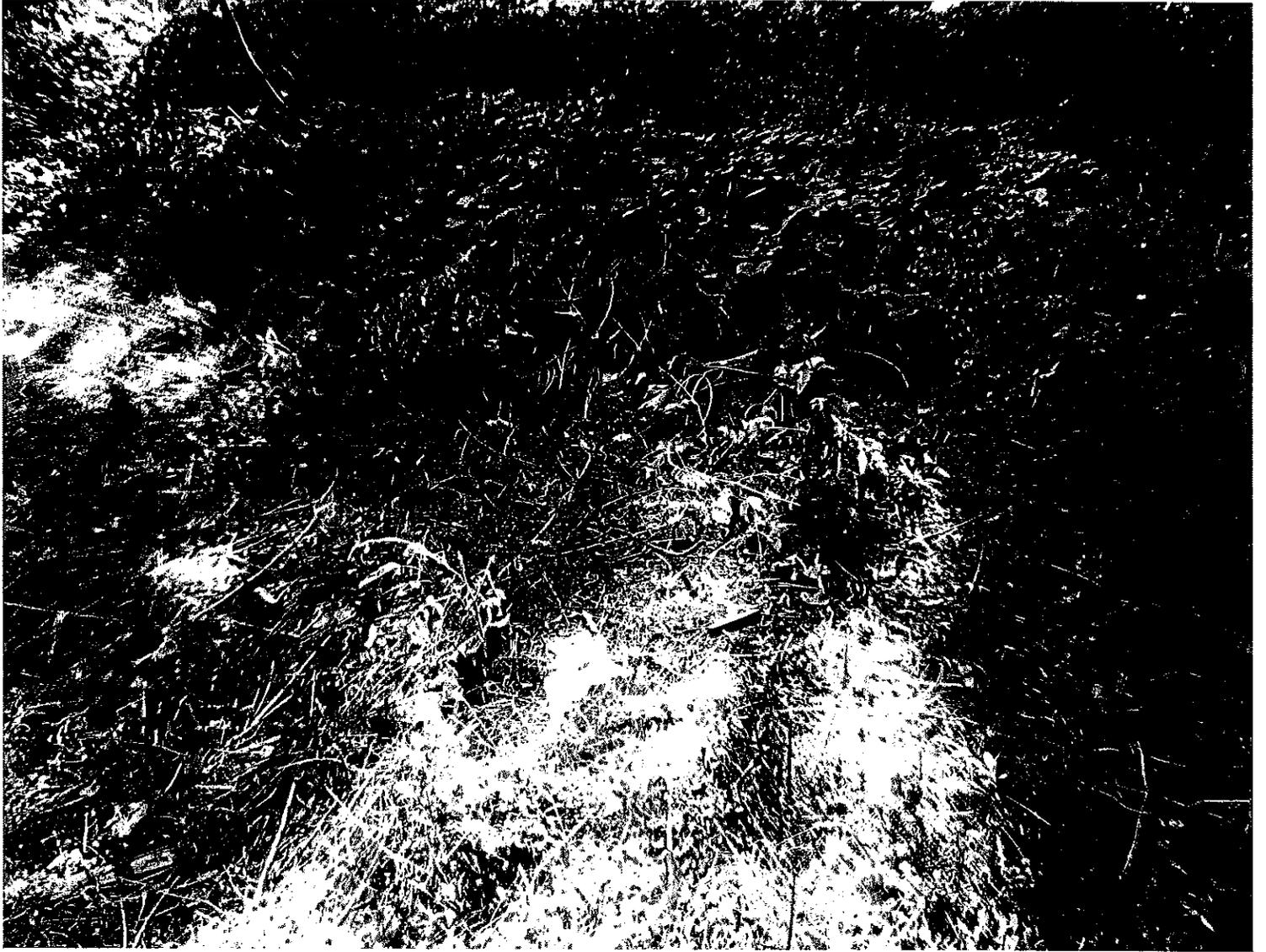
ZD 7-6-16: Spoke with Roman. He was confused as to what the notices were regarding. I clarified that any items not manufactured to be stored out doors should not be out doors. I advised roman to aquire a garage door and to stack the excessive amount of lumber in the garage neatly if he wishes to keep it. I also suggested he acquire garage doors if he wants to keep items in the garage. I granted a 1 week ext.

ZD 7-27-16: Spoke with Treasurer of Rivendell Corp (4889283). She was under the impression that the violations were abated. I clarified that i told the tenant to acquire garage doors if he wished to keep the items in the garage. Upon re inspection, the violations were still present and the structure was still open/accessible, lumber instacked, so it was submitted to a contractor.

16-T032

ZD 8-30-16: Spoke with Taylor, a current resident. She Inquired about what items were taken from the property. I looked through the pictures and let her know what I saw in each one. She also inquired as to how to successfully the fee invoice for the cleanup. I told her that everything we go by is out of the international property maintenance code and that the legitimacy of the clean up is not at my discretion. She said the fire wood was their means of heating the home so they are without utilities without the lumber.

ZD 8-31-16: Spoke Kathy, (4889283). She claims the

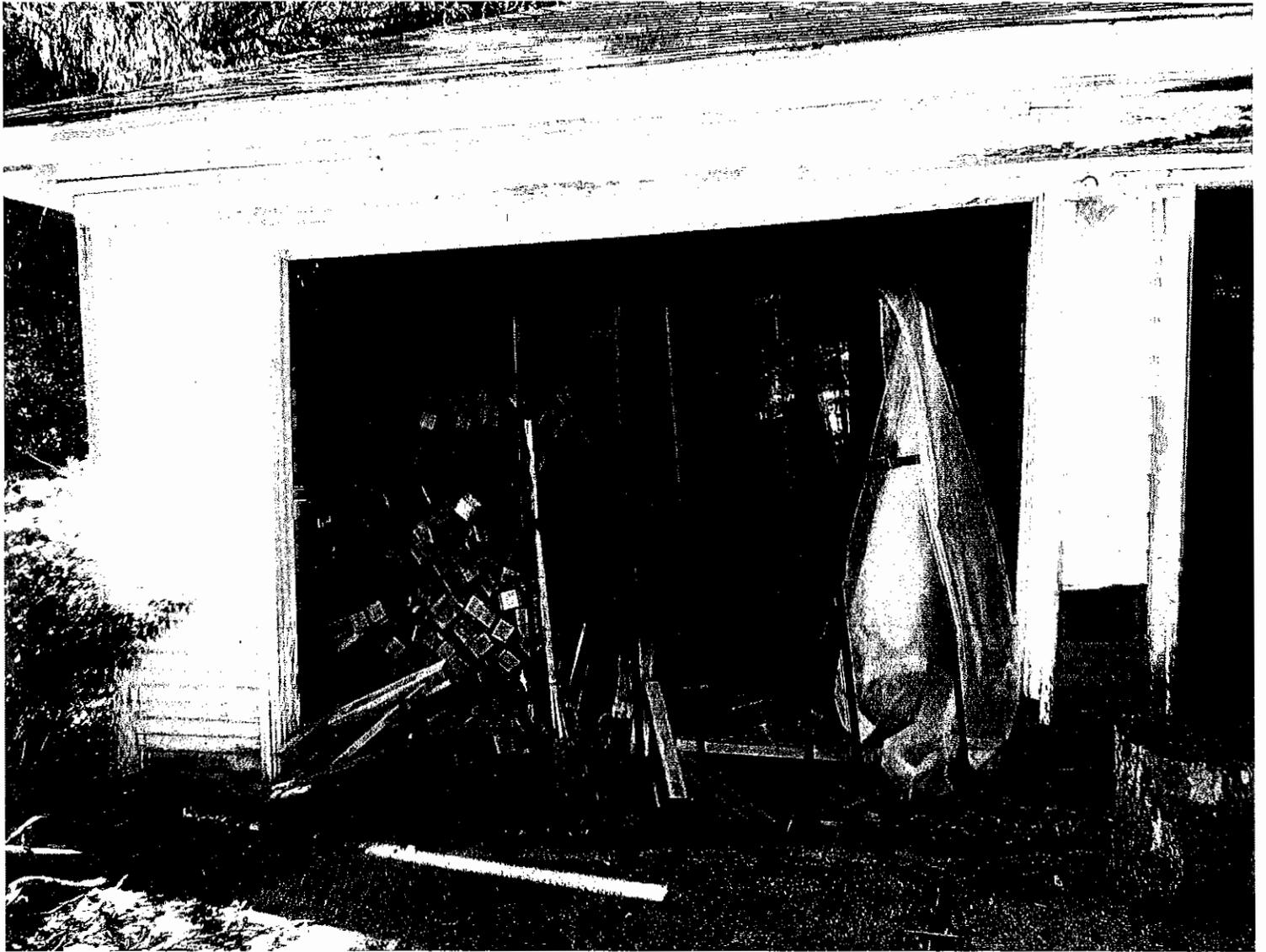


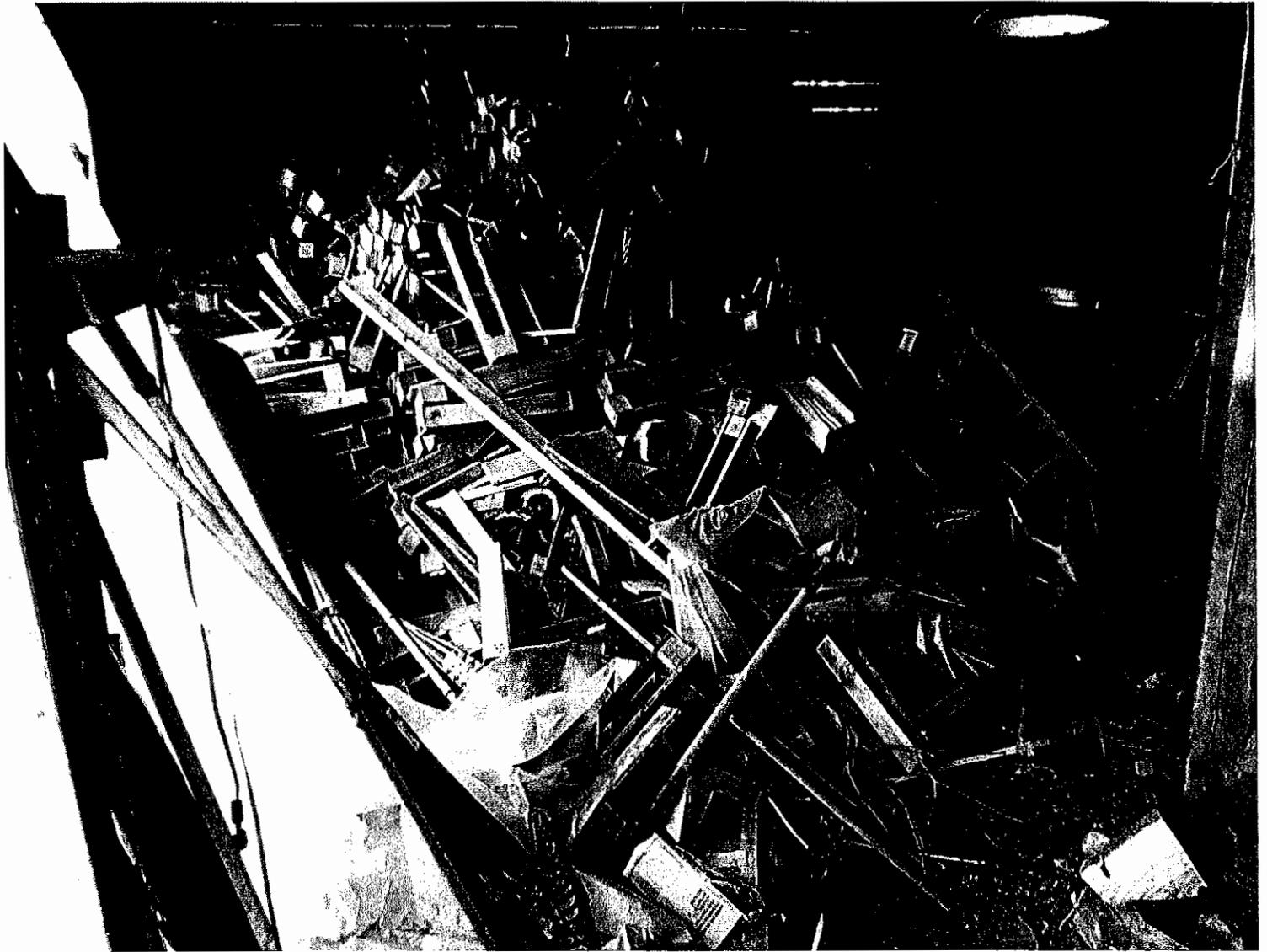
731 W Genesee St (1)

731



731 W Genesee St (3)





731 W Genesee St (5)



731 W Genesee St (6)









731 W Genesee St (10)









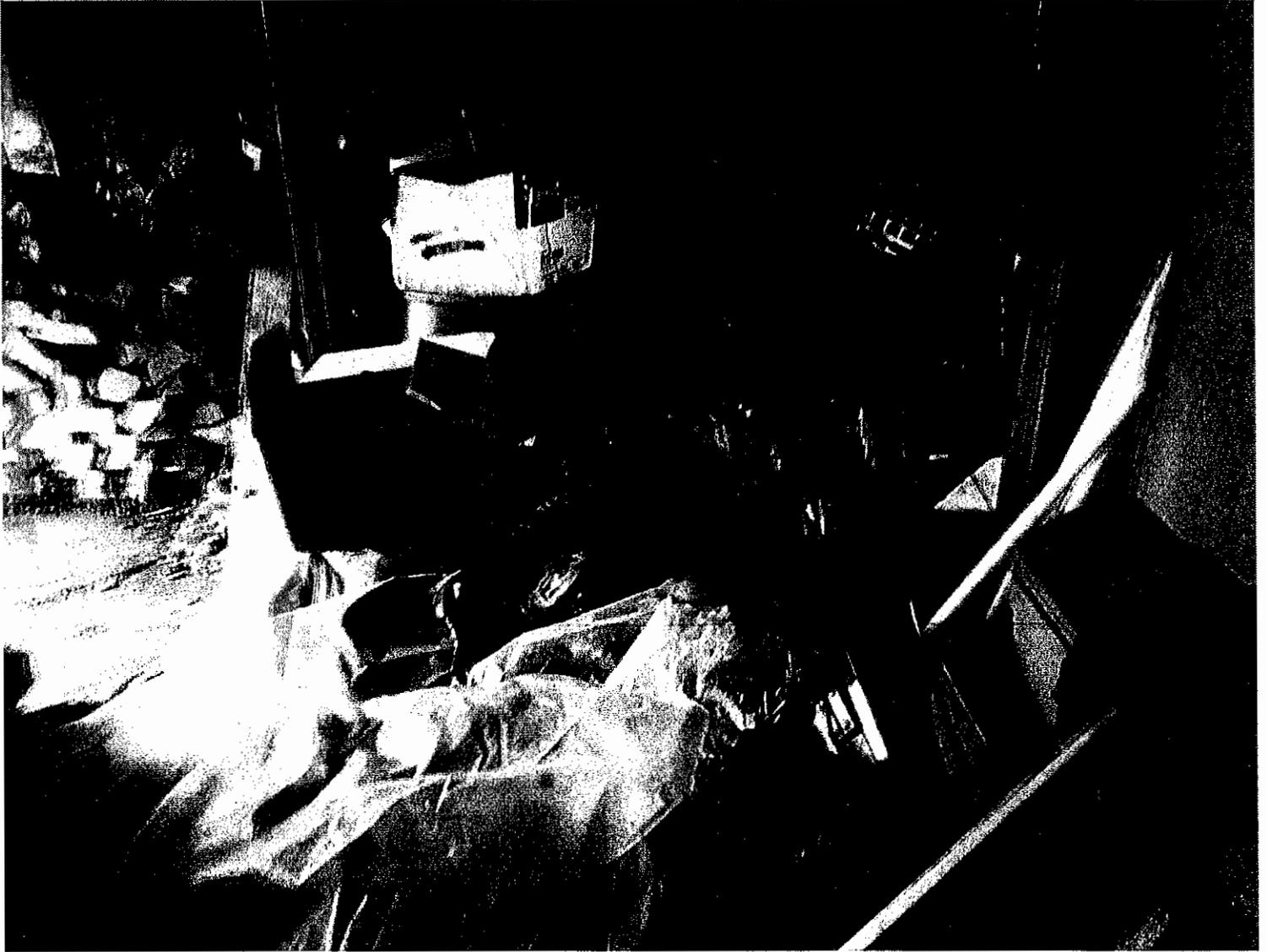
731 W Genesee St (14)



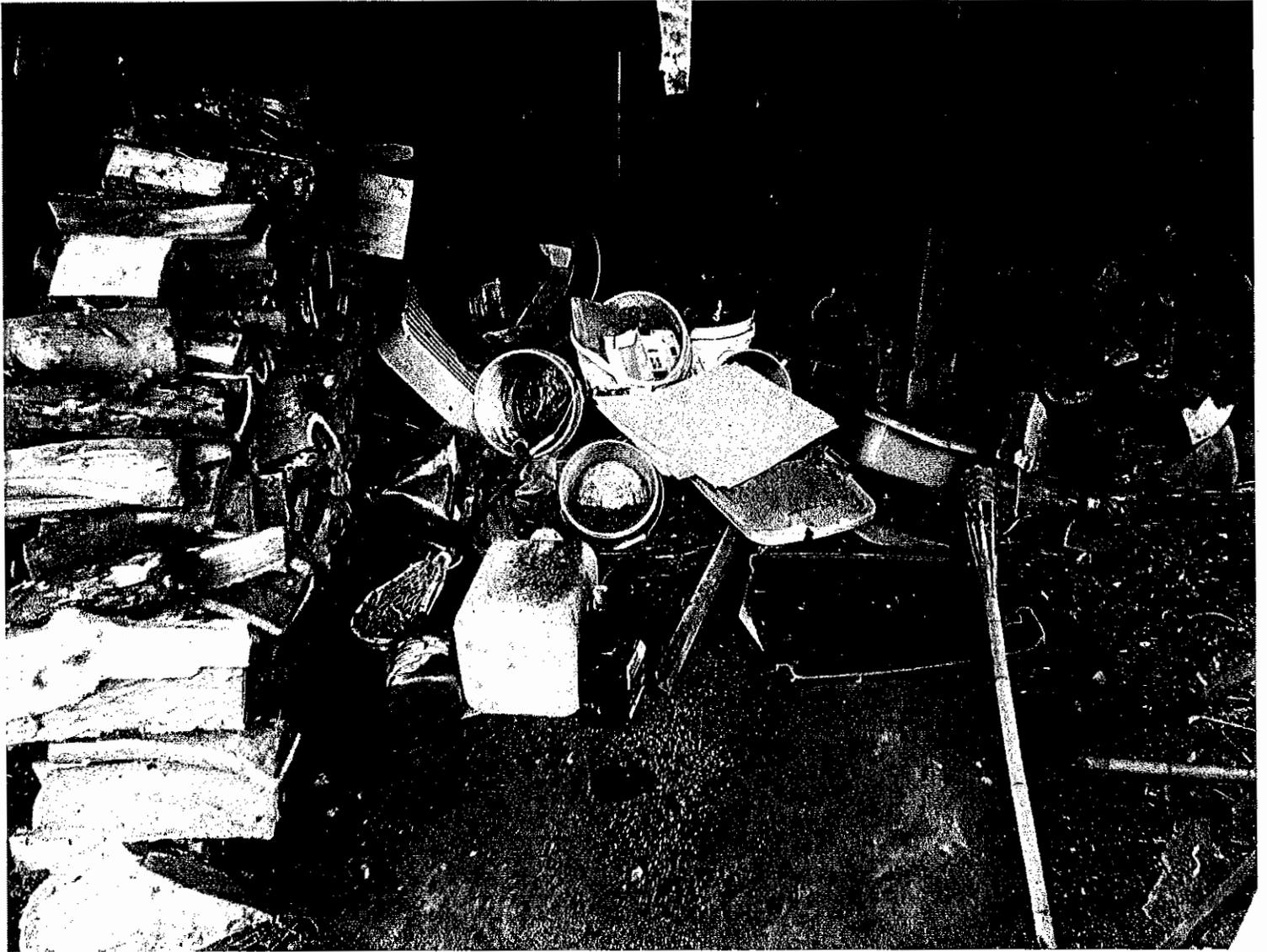


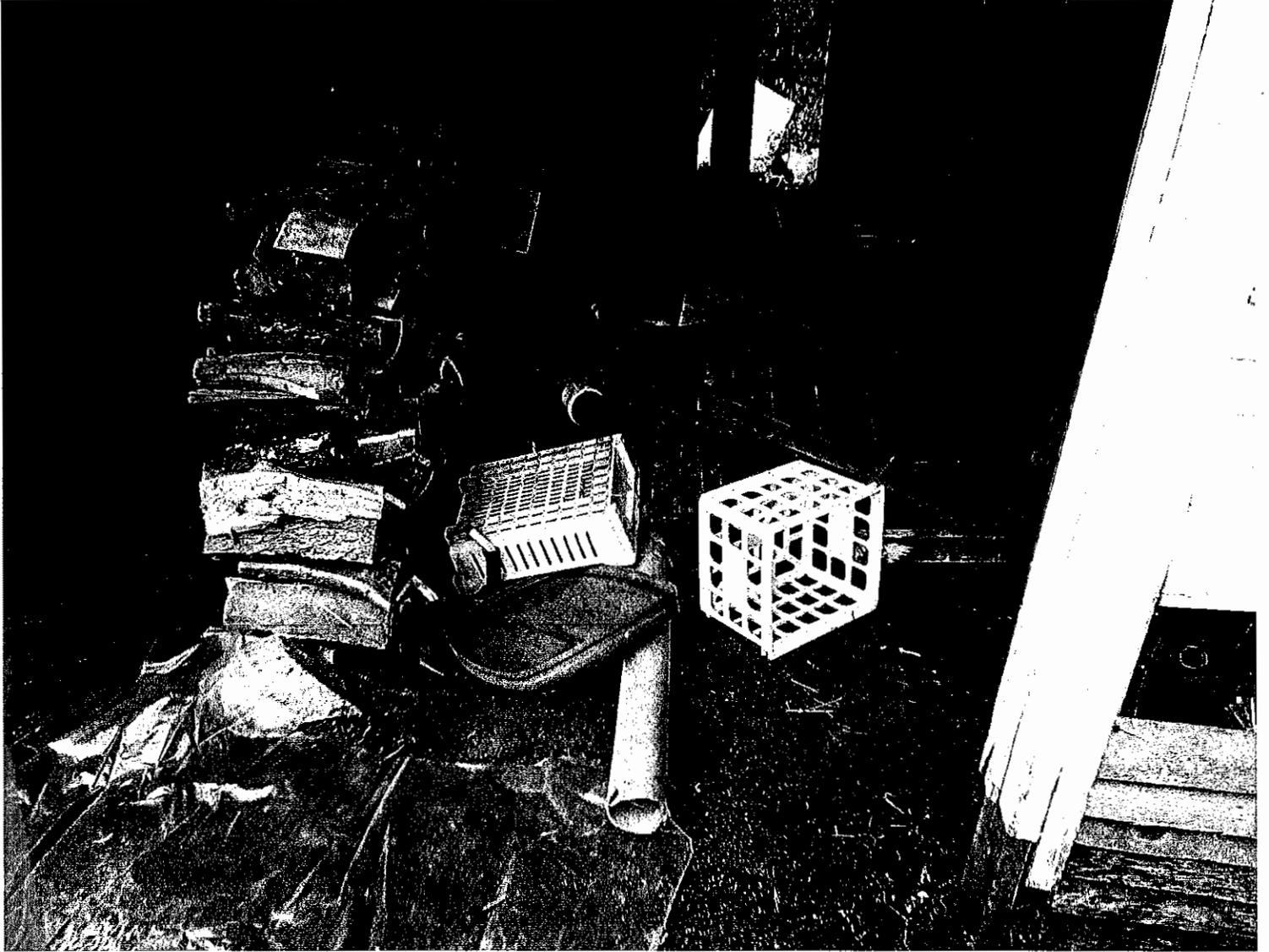




















731 W Genesee St (26)















731 W Genesee St (33)





DSCN2735



DSCN2736



DSCN2737



DSCN2739



DSCN2740



OFFICE OF THE CITY ATTORNEY



MEMORANDUM

To: NICK SOUCY, Mayor's Office
From: VENUS KUMAR, Legal Assistant
Subject: SPECIAL ASSESSMENTS CLAIM; David Holcomb
Date of Incident: August 8, 2016
Date: October 31, 2016

Attached is a Claim Form received by this office from David Holcomb for \$3,872.00 due to trash violation at 3228 Reo Road.

This claim is being referred to the Mayor's Office for consideration on the City Council's agenda because this claim exceeds \$2,500.00.

Thank you for your assistance.

/vmk
Attachments



9/9 Sent
to Lyne P.

City of Lansing

OFFICE OF THE CITY ATTORNEY

1345

Claim Form – Special Assessments

Please provide the following information so we can contact you regarding your claim.

NAME: DAVID HOLCOMB DATE: 9-7-16

MAILING ADDRESS: 7396 KIMBALL RD

CITY: LYONS STATE: MI ZIP CODE: 48851-9752

TELEPHONE: Home (517) 896-7707 Work (517) 896 7707

Please provide the following information on the incident(s) for which you are filing a claim. IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW, WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM.

ADDRESS: 3228 REO RD PARCEL NO. 33-01-01-31-328-421

DATE OF INCIDENT: 8-8-16 AMOUNT YOU WERE BILLED: 3872.00

TOTAL AMOUNT YOU ARE CONTESTING: 3872.00

TYPE OF ASSESMENT: Trash-Administration Fee - Trash Contractor Charge

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

The circumstances regarding timely response were related to my volunteer search and rescue team efforts.

I have tried to outline why this happened in the attached.

Thank you in advance for your time

David Holcomb

A description of the claims review process is available on our website at: http://www.lansingmi.gov/attorney/Claims_review_process.jsp



Dear Sir or Madam,

This letter is specifically to contest the charges made for trash removal on the property as described in the attached copy of the document.

Unfortunately, the untimely death of my brother left me in possession of this house. It's been difficult to accept the loss and to force myself to move on and either rent or sell the house.

Earlier this year, I received notification that trash/garbage had collected behind the house and that I needed to remove it. I did that.

Throughout the spring and summer, I regularly visited the property, mowing the lawn and doing outdoor maintenance.

I am also a volunteer canine handler with Michigan Search and Rescue – a missing persons response team that is available free of charge anywhere in the state of Michigan.

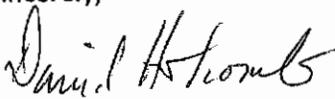
With the lack of rain and also because I was called on multiple occasions to participate in searches for missing persons, I did not visit the property for several weeks. I was stunned when next I arrived at the property to find that the shed had been vandalized to the point of having been knocked down and that someone had taken it upon themselves to cut down the hedge that previously lined the sidewalk.

I returned home angry and upset and began looking for a way to address the damage that had been done. I then received a notice from your office that the brush and the shed needed to be removed. I called the office twice explaining that I would be borrowing a trailer in order to get the stuff removed. Once that trailer was available to me, I hooked it up and drove into Lansing only to find that everything had been removed. Since I had called on more than one occasion to keep your office informed of my plans, I was led to believe that it was fine – I just needed to get it done as soon as possible.

While I totally understand and agree that a standard must be maintained, I believe that I was following up appropriately, both by making arrangements to clear the items within a reasonable amount of time and by keeping your office informed of my plans. The fact that your office effected removal without referencing those calls and without returning a call to me to at least provide me with a 48-hour window in which to effect the removal myself seems unjust.

I respectfully request your consideration in this matter. I am more than willing to come into your office to discuss this or I can be reached via email (dave@misar.org) or by phone at (517) 896-7707.

Sincerely,


David Holcomb



CITY OF LANSING

316 N. CAPITOL SUITE C2
Lansing, MI 48933
Ph: (517) 483-4361
Fax: (517) 377-0100

Spoke with
Tray
at

par

33-01-01-31-328

DUE DATE 09/07/2016

-421

Bill To:

HOLCOMB DAVID
7395 KIMBALL RD
LYONS, MI 48851-9752

INVOICE

08/15/2016

TOTAL AMOUNT DUE

\$ 3,872.00



Invoice Number	Record No.	Address	Amount Due
00078991	E16-10909	3228 REG RD	\$3872.00
08/08/2016			
Trash - Admin Fee			
Trash - Contractor Charge			
TOTAL DUE:			\$3872.00

Questions regarding this invoice: Contact **CODE COMPLIANCE** at 517.483.4361

Payment Information:

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
City of Lansing Treasurers Office
124 W Michigan Ave 1st Fl
Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
- Payment in full is due within 30 days from the billing date
- Any unpaid balance remains as a lien against this property and will be added to the next property tax bill.

Appeals Process:

If you intend to appeal this nuisance fee, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are available in the City Attorney's Office and the City of Lansing's web address: www.lansingmi.gov. Return completed claim to: Lansing City Attorney's Office, 124 West Michigan Ave 5th Fl, Lansing, MI 48933

Other Information:

- July property taxes are due and payable on or before August 31st. December property taxes are due and payable on or before February 14th.
- For Red Tag Monitoring Fees Only -- invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

Payments may be made online or in person Monday thru Thursday 8:00 a.m. - 4:30 p.m., at the above address or by mail

DATE: 10/10/2016

1345

PPN: 33-01-01-31-328-421
 DATE SUBMITTED: 9/09/2016
 ADDRESS OF VIOLATION: 3228 Reo Road
 LISTED TAXPAYER OF RECORD: Holcomb, David
 OTHER TAXPAYER OF RECORD:
 CLAIMANT: Holcomb, David
 CLAIMANT'S ADDRESS: 7396 Kimball Road
 Lyons, MI 48851-9752

TYPE OF ACTIONS CONTESTED: Trash Removal
 VIOLATION DATE: 7/13/2016
 NOTIFICATION DATE: 7/13/2016
 2ND NOTICE ASSESSMENT DATE:
 AMOUNT OF ASSESSMENT: \$3,872.00
 CONTRACTOR NAME - INVOICE NO. - DATE: Crutcher 16-T033 8/03/2016
 AMOUNT OF CLAIM: \$3,872.00

ADDITIONAL ACTIONS CONTESTED:
 VIOLATION DATE:
 NOTIFICATION DATE:
 2ND NOTICE ASSESSMENT DATE:
 AMOUNT OF ASSESSMENT:
 CONTRACTOR NAME - INVOICE NO. - DATE:
 AMOUNT OF CLAIM:
 MEMO DATE - INVOICE NO.:

HISTORY:	Trash Removal 5/20/2016	Grass Violation 5/20/2016	Board Up 7/13/2016	Trash Violation 7/13/2016
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CITATIONS IN PREVIOUS YEAR: Grass
Violation
5/12/2016

CLAIMANT'S CIRCUMSTANCES: See Attached



CODE OFFICER'S NOTES: This claimant became the owner of this property on 2/23/2009 and since his ownership has been cited 16 times in seven years for premise violations resulting in the City of Lansing having to mow the property on four different occasions. The owner was written for a trash & grass violations in May of this year and because the owner had mowed the grass and removed the bulk of the trash violations except for the brush and tree limbs the officer complied the letter and the claimant informed the officer he was getting a trailer for the brush and tree limbs and they would be removed within the next week (please see attached note from 6/08/2016). The property was cited again for trash violations on 7/13/2016 for the brush and tree limbs that were not removed from the 5/20/2016 violation and for the shed that had collapsed. Notice was sent to the claimant with no response; the officer rechecked the property on 7/21/2016 and found the property in the same state as the original citation date. The violations were submitted to the City of Lansing trash contractor for removal on 7/21/2016 the contractor arrived on 8/03/2016 and the violations were removed. There are no notes to indicate that the claimant notified this office on two occasions that he was working on the issue. By the claimants own admission the notice was received and 14 days past the compliance due date the violations were still present. This office recommends denial of the claim.



City of Lansing

OFFICE OF THE CITY ATTORNEY

Claim Form – Special Assessments

Please provide the following information so we can contact you regarding your claim.

NAME: DAVID HOLCOMB DATE: 9-7-16
 MAILING ADDRESS: 7396 KIMBALL RD
 CITY: LYONS STATE: MI ZIP CODE: 48851-9752
 TELEPHONE: Home (517) 896-7707 Work (517) 896 7707

Please provide the following information on the incident(s) for which you are filing a claim. IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW, WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM.

ADDRESS: 3228 REO RD PARCEL NO. 33-01-01-31-328-421
 DATE OF INCIDENT: 8-8-16 AMOUNT YOU WERE BILLED: 3872.00
 TOTAL AMOUNT YOU ARE CONTESTING: 3872.00
 TYPE OF ASSESMENT: Trash-Administration Fee - Trash Contractor Charge

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

The circumstances regarding timely repapance
were related to my volunteer search and rescue
team efforts.
I have tried to outline why this happened in
the attached.

Thank you in advance for your time
David Holcomb

A description of the claims review process is available on our website at: http://www.lansingmi.gov/attorney/Claims_review_process.jsp

Dear Sir or Madam,

This letter is specifically to contest the charges made for trash removal on the property as described in the attached copy of the document.

Unfortunately, the untimely death of my brother left me in possession of this house. It's been difficult to accept the loss and to force myself to move on and either rent or sell the house.

Earlier this year, I received notification that trash/garbage had collected behind the house and that I needed to remove it. I did that.

Throughout the spring and summer, I regularly visited the property, mowing the lawn and doing outdoor maintenance.

I am also a volunteer canine handler with Michigan Search and Rescue – a missing persons response team that is available free of charge anywhere in the state of Michigan.

With the lack of rain and also because I was called on multiple occasions to participate in searches for missing persons, I did not visit the property for several weeks. I was stunned when next I arrived at the property to find that the shed had been vandalized to the point of having been knocked down and that someone had taken it upon themselves to cut down the hedge that previously lined the sidewalk.

I returned home angry and upset and began looking for a way to address the damage that had been done. I then received a notice from your office that the brush and the shed needed to be removed. I called the office twice explaining that I would be borrowing a trailer in order to get the stuff removed. Once that trailer was available to me, I hooked it up and drove into Lansing only to find that everything had been removed. Since I had called on more than one occasion to keep your office informed of my plans, I was led to believe that it was fine – I just needed to get it done as soon as possible.

While I totally understand and agree that a standard must be maintained, I believe that I was following up appropriately, both by making arrangements to clear the items within a reasonable amount of time and by keeping your office informed of my plans. The fact that your office effected removal without referencing those calls and without returning a call to me to at least provide me with a 48-hour window in which to effect the removal myself seems unjust.

I respectfully request your consideration in this matter. I am more than willing to come into your office to discuss this or I can be reached via email (dave@misar.org) or by phone at (517) 896-7707.

Sincerely,



David Holcomb



CITY OF LANSING

316 N. CAPITOL SUITE C2
Lansing, MI 48933
Ph: (517) 483-4361
Fax: (517) 377-0100

Spoke with
Tray
at

par

33-01-01-31-328

DUE DATE 09/07/2016

-421

INVOICE

08/15/2016

TOTAL AMOUNT DUE

\$ 3,872.00



Bill To:

HOLCOMB DAVID
7395 KIMBALL RD
LYONS, MI 48851-9752

Invoice Number	Record No.	Address	Amount Due
00078991	E16-10909	3228 REO RD	\$3872.00
08/08/2016			
Trash - Admin Fee			
Trash - Contractor Charge			
TOTAL DUE:			\$3872.00

Questions regarding this invoice: Contact **CODE COMPLIANCE** at 517.483.4361

Payment Information:

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
City of Lansing Treasurers Office
124 W Michigan Ave 1st Fl
Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
- Payment in full is due within 30 days from the billing date
- Any unpaid balance remains as a lien against this property and will be added to the next property tax bill.

Appeals Process:

If you intend to appeal this nuisance fee, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are available in the City Attorney's Office and the City of Lansing's web address: www.lansingmi.gov. Return completed claim to: Lansing City Attorney's Office, 124 West Michigan Ave 5th Fl, Lansing, MI 48933

Other Information:

- July property taxes are due and payable on or before August 31st. December property taxes are due and payable on or before February 14th.
- For Red Tag Monitoring Fees Only -- invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

Payments may be made online or in person Monday thru Thursday 8:00 a.m. - 4:30 p.m., at the above address or by mail



Mayor Virg Bernero

**Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section**

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

TRASH AND DEBRIS CORRECTION NOTICE

**HOLCOMB DAVID or Current Occupant
7395 KIMBALL RD
LYONS, MI 48851-9752**

**Violation Date: 07/13/2016
Violation Location: 3228 REO RD
Parcel No: 33-01-01-31-328-421
Compliance Due Date: July 20, 2016**

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Deteriorated Lumber

INSPECTOR COMMENTS: *Deteriorated Shed*

Violation: Brush & Tree Limb debris

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice.** The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra \$75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

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

Code Officer: Meredith D Johnson (517) 483 6849

"Equal Opportunity Employer"

Taxpayer's Copy



Mayor Vlrq Bernero

**Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section**

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

TRASH AND DEBRIS CORRECTION NOTICE

Occupant or Current Occupant
3228 REO RD
LANSING, MI 48911

Violation Date: 07/13/2016
Violation Location: 3228 REO RD
Parcel No: 33-01-01-31-328-421
Compliance Due Date: July 20, 2016

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Deteriorated Lumber

INSPECTOR COMMENTS: *Deteriorated Shed*

Violation: Brush & Tree Limb debris

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice.** The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra \$75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

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Code Officer: Meredith D Johnson (517) 483 6849

"Equal Opportunity Employer"

Taxpayer's Copy



Mayor Virg Bernero

**Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section**

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

Trash Authorization Form

Submitted to: Eric Crutcher on 07/21/2016

TAXPAYER: HOLCOMB DAVID, 7395 KIMBALL RD LYONS, MI 48851-9752

Location of Work:

Enf Num: E16-10909

**Address: 3228 REO RD
Lot No:
Description:
Parcel No: 33-01-01-31-328-421**

Remove Trash and Debris

Work Authorized:

Violation: Deteriorated Lumber

INSPECTOR COMMENTS: *Deteriorated Shed*

Violation: Brush & Tree Limb debris

PLUS ANY OTHER INCIDENTAL TRASH / DEBRIS ON THE PROPERTY

Authorized Time required to complete work: 4

Authorized Cubic Yards: 60

Warning Comment:

Please call me if you have questions on this. If possible clean up the shed that has fallen down

Submitted By: Meredith D Johnson (517) 483 6849

This action is authorized by the Manager of Code Compliance



Nuisance Fees
 City of Lansing Treasurers Office
 124 W Michigan Ave 1st Floor
 Lansing, MI 48933
 Ph: (517) 483-4361 Fx: (517) 377-0169

Nuisance Fee Billing Statement

Date Created: 08/08/2016

Due Date: 09/07/2016

Pay Invoice In Full



HOLCOMB DAVID
 7395 KIMBALL RD
 LYONS MI 48851-9752

Inv Number: 00078991

Parcel: 33-01-01-31-328-421

Address: 3228 REO RD



Parcel: 33-01-01-31-328-421

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00078991		E16-10909	3228 REO RD	\$3,872.00
Fee Details:				Quantity
				Description
				Balance
				1.000
				Trash - Admin Fee
				\$ 265.00
				3607.000
				Trash - Contractor Charge
				\$ 3,607.00
Total Amount Due				\$ 3,872.00

Questions regarding this invoice: Contact **CODE COMPLIANCE** at 517.483.4361

Payment Information:

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
 City of Lansing Treasurers Office
 124 W Michigan Ave 1st Fl
 Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
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- Any unpaid balance remains as a lien against this property and will be added to the next property tax bill.

Appeals Process:

If you intend to appeal this nuisance fee and it is attached to your tax bill, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are available in the City Attorney's Office and the City of Lansing's web address: www.lansingmi.gov. Return completed claim to: Lansing City Attorney's Office, 124 West Michigan Ave 5th Fl, Lansing, MI 48933

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- For Red Tag Monitoring Fees Only – invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

Payments may be made online or in person Monday thru Friday 8:00 a.m. - 4:30 p.m., at the above address or by mail

Eric's Refuse LLC
 P.O. Box 16035
 Lansing, MI 48901

Invoice

Date	Invoice #
8/7/2016	5404

Bill To
City of Lansing Office of Code Compliance 316 North Capital Lansing, MI 48933-1238

property address
3228 Reo Rd 33-01-01-31-328-421

Terms

work complete
8/7/2016

Quantity	Item Code	Description	Price Each	Amount
1	1hr 3cy	first hour and 3 yards of debris	175.00	175.00
13	add hr	additional hour after 1	150.00	1,950.00
57	class 2	construction material after 3	26.00	1,482.00
		work complete 8/3/16 total yards 60 submitted by Meredith Johnson		
All work is complete!			Total	\$3,607.00



Mayor Virg Bernero

**LANSING FIRE DEPARTMENT
FIRE MARSHAL'S OFFICE
Code Compliance Section**

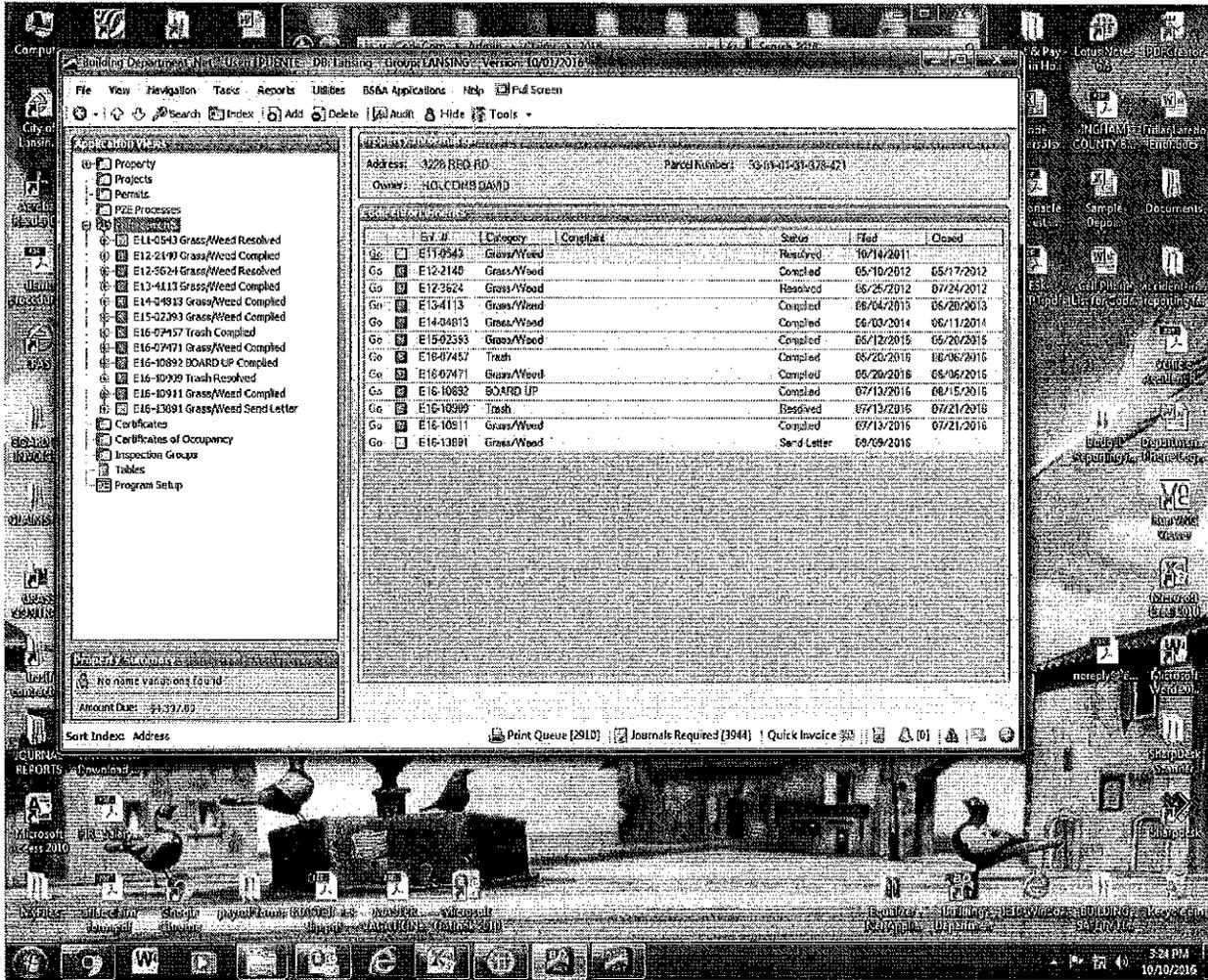
316 N. Capitol Avenue Ste. C-2

Lansing, MI 48933

Phone: 517-483-4361

Fax: 517-377-0100

08 June 2016 Spoke with David 517-896-7707. He still has some tree brush limbs to take care of which will be done next week but I have complied the letter. Also stated he plans on turning this into a rental in about 90 Days.MJ



Building Department - City of Lansing - DB: Lansing - Group: LANSING - Version: 10/01/2016

File View Navigation Tools Reports Utilities BSA Applications Help Full Screen

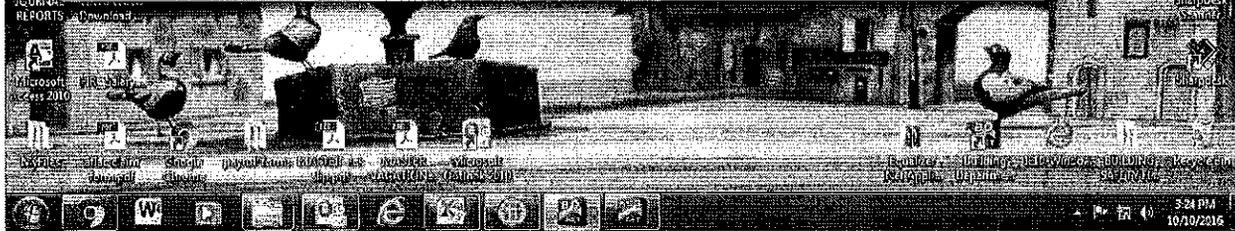
Search Index Add Delete Audit Hide Tools

Address: 3229 BIRD RD Parcel Number: 59-11-11-31-378-67
Owner: HOLLAND DANN

ID	Category	Status	Filed	Closed
E11-0543	Grass/Weed	Resolved	10/14/2011	
E12-2140	Grass/Weed	Completed	05/10/2012	05/17/2012
E12-3624	Grass/Weed	Resolved	05/25/2012	07/24/2012
E13-4113	Grass/Weed	Completed	06/04/2013	06/20/2013
E14-04813	Grass/Weed	Completed	06/03/2014	06/11/2014
E15-02383	Grass/Weed	Completed	06/12/2015	06/20/2015
E16-07457	Trash	Completed	06/20/2016	06/06/2016
E16-07471	Grass/Weed	Completed	06/20/2016	06/06/2016
E16-10832	BOARD UP	Completed	07/13/2016	06/15/2016
E16-10890	Trash	Resolved	07/13/2016	07/21/2016
E16-10811	Grass/Weed	Completed	07/13/2016	07/21/2016
E16-13091	Grass/Weed	Send Letter	09/09/2016	

Sort Index: Address

Print Queue [2013] Journals Required [3944] Quick Invoice



10/10/16

LANSING, CITY OF

PARCEL NO.	OCCUPANCY	ADDRESS	SALE DATE	PRICE	SALE ASSM'T	ACRES LAND	LAND VALUE
33-01-01-31-328-421 HOLCOMB DAVID	Apartment	3228 REO RD	02/23/2009	0	59,400	0.264	14,471

DOLLAR AMOUNT

CITY OF LANSING - com. sales

0

59,400

Type	Violation Date	Compliance Due Date
3228 Reo Rd		
Weeds Violation	05/20/2009 03:12 PM	05/27/2009
	Printed Correction Notice - 05/21/2009 08:01:17 AM	
✓	Submit - Lansing PublicService Abated On , Completed by owner 06/05/2009 03:44:39 PM , Completed by owner 06/05/2009 03:44:39 PM	
Weeds Violation	06/23/2009 10:14 AM	06/30/2009
	Printed Correction Notice - 06/24/2009 08:14:30 AM	
	Additional Assessment - Processed- 06/29/2009 12:00:00 AM Amount - \$75.00	
✗	Submit - Lansing PublicService Abated On , Completed by owner 07/06/2009 04:17:19 PM , Completed by owner 07/06/2009 04:17:19 PM	

	Type	Violation Date	Compliance Due Date
3228 Reo Rd	Weeds Violation	04/27/2010 03:29 PM	05/04/2010
	Printed Correction Notice - 04/27/2010 04:29:34 PM		
	✓ Submit - Lansing PublicService Abated On 05/10/2010		
	Invoice - \$\$112.00	05/11/2010 12:40:55 PM	
	Weeds Violation	06/10/2010 11:09 AM	06/17/2010
	Printed Correction Notice - 06/10/2010 11:56:16 AM		
	✓ Submit - Lansing PublicService Abated On 06/28/2010		
	Invoice - \$\$112.00	06/29/2010 08:37:40 AM	
	Additional Assessment - Processed-	07/01/2010 12:00:00 AM	Amount - \$75.00

Type	Violation Date	Compliance Due Date
3228 Reo Rd	Weeds Violation 08/29/2011 11:58 AM Printed Correction Notice - 08/29/2011 03:56:33 PM Submit - David B Tomlinson Abated On	09/05/2011



Mayor Virg Bernero

**LANSING FIRE DEPARTMENT
FIRE MARSHAL'S OFFICE**

Code Compliance Section

316 N. Capitol Avenue Ste. C-2

Lansing, MI 48933

Phone: 517-483-4361

Fax: 517-377-0100

08 June 2016 Spoke with David 517-896-7707. He still has some tree brush limbs to take care of which will be done next week but I have complied the letter. Also stated he plans on turning this into a rental in about 90 Days.MJ





































IMG_1393[1]



IMG_1391(1)



OFFICE OF THE CITY ATTORNEY



MEMORANDUM

To: NICK SOUCY, Mayor's Office
From: VENUS KUMAR, Legal Assistant
Subject: SPECIAL ASSESSMENTS CLAIM; Dan Wallace
Date of Incident: August 15, 2016
Date: November 4, 2016

Attached is a Claim Form received by this office from Dan Wallace for \$6252.00 due to trash violation at 3101 W. Jolly Road.

This claim is being referred to the Mayor's Office for consideration on the City Council's agenda because this claim exceeds \$2,500.00.

Thank you for your assistance.

/vmk
Attachments

CODE OFFICER'S NOTES: This property was cited for a trash violation of which both the owner and the tenant were given notice. The original compliance due date was 7/26/2016 but the tenant was granted an extension until 8/01/2016. The Premise Officer returned with the Lansing Police Department and the trash contractor on 8/04/2016 but agreed to give the tenant thru the weekend to work on the property. The Premise Officer rechecked the property on Monday 8/08/2016 and there was still a large amount of brush and pallets resulting in the officer calling the contractor to give approval to clean the property. The contractor arrived the next day on 8/09/2016 and a cleanup was performed (see pictures). The owners states there was e-mail correspondence between himself and the tenant but it is ultimately the owners responsibility to ensure the violations were taken care if the owner had talked to the Premise Officer or checked on the property himself he would have known the violations were not removed and that the property had been submitted to the contractor for removal. This office agrees that the owner could have found an outside contractor to clean the property at a lesser rate and should have done so prior to the City of Lansing having to hire a contractor to abate the violations. Please also note the notes from the Fire Department that they have permanently revoked this tenant from obtaining a burn permit due to illegal burning activities in the past.



City of Lansing

OFFICE OF THE CITY ATTORNEY

Claim Form – Special Assessments

Please provide the following information so we can contact you regarding your claim.

NAME: Dan Wallace DATE: 9/8/16
 MAILING ADDRESS: P.O. Box 525
 CITY: Webberville STATE: MI ZIP CODE: 48892
 TELEPHONE: Home (877) 672-1337 Work (517) 655-7070

Please provide the following information on the incident(s) for which you are filing a claim. IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW, WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM.

ADDRESS: 3101 W. Jolly Rd. PARCEL NO. 33-01-05-06-126-149
 DATE OF INCIDENT: 8/15/16 AMOUNT YOU WERE BILLED: \$6252⁰⁰
 TOTAL AMOUNT YOU ARE CONTESTING: \$6000⁻
 TYPE OF ASSESSMENT: trash (putting it on tax bill)

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

Please see attached emails & pictures of
 correspondence from my tenant @ 3101 Jolly Rd.
 My tenant was taking care of this tree brush,
 clearly through the pictures but unfortunately ended
 up with an medical emergency and was hospitalized.
 The brush was bagged & prepared for disposal.
 The fee of \$6252⁰⁰ for a trash removal is beyond
 unreasonable. I am gathering bids for trash removal
 from independent contractors for reasonable removal.

A description of the claims review process is available on our website at: http://www.lansingmi.gov/attorney/Claims_review_process.js
 and will submit at time of hearing.

Sincerely, Dan Wallace
 PR Estate of Daniel C. Wallace

Eric's Refuse LLC
P.O. Box 16035
Lansing, MI 48901

Invoice

Date	Invoice #
8/14/2016	5420

Bill To
City of Lansing Office of Code Compliance 316 North Capital Lansing, MI 48933-1238

property address
3101 W Jolly Rd 33-01-05-06-126-141

Terms

work complete
8/14/2016

Quantity	Item Code	Description	Price Each	Amount
1	1hr 3cy	first hour and 3 yards of debris	175.00	175.00
15	add hr	additional hour after 1	150.00	2,250.00
137	class 2	construction material after 3	26.00	3,562.00
		work complete 8/9/16 total yards 140 submitted by Meredith Johnson		
All work is complete!			Total	\$5,987.00



CITY OF LANSING

316 N. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

Bill To: [REDACTED]
WALLACE DAN
P O BOX 525
WEBBERVILLE, MI 48892-0525

DUE DATE 09/14/2016

INVOICE

08/23/2016

TOTAL AMOUNT DUE

\$ 6,252.00



Invoice Number	Record No.	Address	Amount Due
00079312	E16-11281	3101 W JOLLY RD	\$6252.00
08/15/2016			
Trash - Admin Fee			
Trash - Contractor Charge			

TOTAL DUE: \$6252.00

Questions regarding this invoice: Contact **CODE COMPLIANCE** at 517.483.4361

Payment Information:

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
City of Lansing Treasurers Office
124 W Michigan Ave 1st Fl
Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
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Other Information:

- July property taxes are due and payable on or before August 31st. December property taxes are due and payable on or before February 14th.
- For Red Tag Monitoring Fees Only -- invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

Payments may be made online or in person Monday thru Thursday 8:00 a.m. - 4:30 p.m., at the above address or by mail

tracy wallace <tracywallac810@gmail.com>

Notice in the mail?

7 messages

Tracy Wallace <tracywallac810@gmail.com>

Thu, Aug 25, 2016 at 11:11 AM

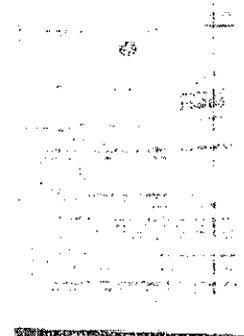
To: Eddy Gage <ed.gage70@gmail.com>

Hi Eddie,

Received this in the mail today.
I am unsure why trash removal is
\$6252.
Can you shed some light before I give them a call?

Tracy

Sent from my iPhone



IMG_8596.JPG
2095K

Eddy Gage <ed.gage70@gmail.com>

Thu, Aug 25, 2016 at 11:21 AM

To: tracy wallace <tracywallac810@gmail.com>

Tracy... It was not trash, it was tree brush that I was taking care of. I have pictures to show I was on top of it. Unfortunately I ended up in the hospital which I do have medical records for with an lacerated spleen. The two days hospitalized the city removed the brush. I contacted Merideth from the city and requested to forward me the bill since this was not in your control. It is my bill and I need to take responsibility of it.

Please forward the bill to me.

[Quoted text hidden]

[Quoted text hidden]

Sent from my iPhone

Eddy Gage <ed.gage70@gmail.com>

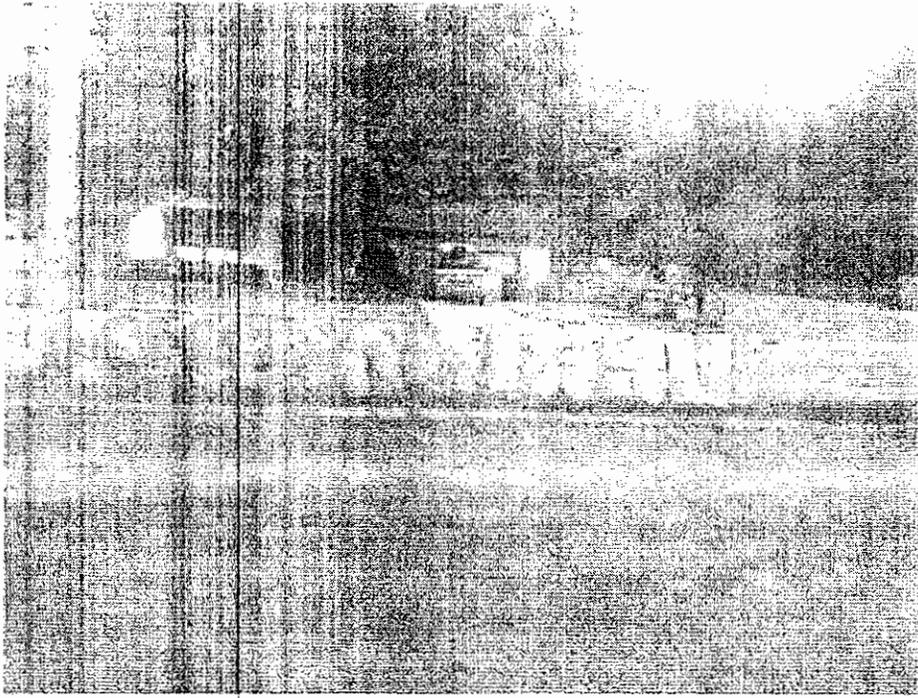
Thu, Aug 25, 2016 at 11:32 AM

To: tracy wallace <tracywallac810@gmail.com>



3101 Jolly Rd

raked brush



3101 J Smy Rd
Dagged brush



Mayor Virg Bernero

**LANSING FIRE DEPARTMENT
FIRE MARSHAL'S OFFICE
Code Compliance Section**

316 N. Capitol Avenue Ste. C-2

Lansing, MI 48933

Phone: 517-483-4361

Fax: 517-377-0100

DV: E-mail warning sent to Fire Department: Last night E-46 crew was threatened at 3101 W. Jolly (corner of Jolly/Wise) by the occupant who was illegally burning brush.

Eddy Gage is a 46 YO white male, beard and balding.

He stated he has guns and two German shepherds. He was verbally confrontational and threatening.

He had a burn permit that was permanently revoked. He was also ticketed for burning illegally. He was very unhappy about both of these actions.

This address has been flagged with dispatch for LPD automatic response. BE CAREFUL if called to this address; do not approach until LPD has arrived.

Please be vigilant on all calls...it is a scary time in this country.

Sheila



Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section
316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

TRASH AND DEBRIS CORRECTION NOTICE

Occupant or Current Occupant
3101 W JOLLY RD
LANSING, MI 48911

Violation Date: 07/19/2016
Violation Location: 3101 W JOLLY RD
Parcel No: 33-01-05-06-126-141
Compliance Due Date: July 26, 2016

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Brush & Tree Limb debris

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice.** The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra \$75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

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

Code Officer: Meredith D Johnson (517) 483 6849

"Equal Opportunity Employer"

Taxpayer's Copy



Mayor Virg Bernero

**Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section**

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

TRASH AND DEBRIS CORRECTION NOTICE

ESTATE OF DANIEL WALLACE or Current Occupant
3757 FOREST RD
Webberville, MI 48892

Violation Date: 07/19/2016
Violation Location: 3101 W JOLLY RD
Parcel No: 33-01-05-06-126-141
Compliance Due Date: July 26, 2016

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Brush & Tree Limb debris

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice.** The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra \$75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

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

Code Officer: Meredith D Johnson (517) 483 6849

"Equal Opportunity Employer"

Taxpayer's Copy



Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section
316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

TRASH AND DEBRIS CORRECTION NOTICE

WALLACE DAN or Current Occupant
P O BOX 525
WEBBERVILLE, MI 48892-0525

Violation Date: 07/19/2016
Violation Location: 3101 W JOLLY RD
Parcel No: 33-01-05-06-126-141
Compliance Due Date: July 26, 2016

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Brush & Tree Limb debris

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice.** The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra \$75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

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

Code Officer: Meredith D Johnson (517) 483 6849

"Equal Opportunity Employer"

Taxpayer's Copy



Nuisance Fees
 City of Lansing Treasurers Office
 124 W Michigan Ave 1st Floor
 Lansing, MI 48933
 Ph: (517) 483-4361 Fx: (517) 377-0169

Nuisance Fee Billing Statement

Date Created: 08/15/2016
 Due Date: 09/14/2016

Pay Invoice In Full



WALLACE DAN
 P O BOX 525
 WEBBERVILLE MI 48892-0525

Inv Number: 00079312
 Parcel: 33-01-05-06-126-141
 Address: 3101 W JOLLY RD



Parcel: 33-01-05-06-126-141

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00079312		E16-11281	3101 W JOLLY RD	\$6,252.00
Fee Details:				Quantity
				Description
				Balance
				1.000
				Trash - Admin Fee
				\$ 265.00
				5987.000
				Trash - Contractor Charge
				\$ 5,987.00
Total Amount Due				\$ 6,252.00

Questions regarding this invoice: Contact **CODE COMPLIANCE** at 517.483.4361

Payment Information:

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
 City of Lansing Treasurers Office
 124 W Michigan Ave 1st Fl
 Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
- Payment in full is due within 30 days from the billing date
- Any unpaid balance remains as a lien against this property and will be added to the next property tax bill.

Appeals Process:

If you intend to appeal this nuisance fee and it is attached to your tax bill, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are available in the City Attorney's Office and the City of Lansing's web address: www.lansingmi.gov. Return completed claim to: Lansing City Attorney's Office, 124 West Michigan Ave 5th Fl, Lansing, MI 48933

Other Information:

- July property taxes are due and payable on or before August 31st. December property taxes are due and payable on or before February 14th.
- For Red Tag Monitoring Fees Only – invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

Payments may be made online or in person Monday thru Friday 8:00 a.m. - 4:30 p.m., at the above address or by mail



**Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section**

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

Trash Authorization Form

Submitted to: Eric Crutcher on 08/01/2016

TAXPAYER: WALLACE DAN, P O BOX 525 WEBBERVILLE, MI 48892-0525

Location of Work:

Enf Num: E16-11281

**Address: 3101 W JOLLY RD
Lot No:
Description:
Parcel No: 33-01-05-06-126-141**

Remove Trash and Debris

Work Authorized:

Violation: Brush & Tree Limb debris

PLUS ANY OTHER INCIDENTAL TRASH / DEBRIS ON THE PROPERTY

Authorized Time required to complete work: 2

Authorized Cubic Yards: 15

Warning Comment:

<NONE>

Submitted By: Meredith D Johnson (517) 483 6849

This action is authorized by the Manager of Code Compliance



Mayor Virg Bernero

**LANSING FIRE DEPARTMENT
FIRE MARSHAL'S OFFICE
Code Compliance Section**

316 N. Capitol Avenue Ste. C-2

Lansing, MI 48933

Phone: 517-483-4361

Fax: 517-377-0100

04 August 2016: Had cleaning crew and LPD meet me here at 10am for clean up (due to flag on property). Tenant Eddy Gage came out and spoke with us I gave him until Monday morning 8/8/16 to have everything cleaned up.MJ

04 August 2016 Eddy called 313-828-6507 to thank me again for giving him until Monday to get things done and assured me he will be working all weekend to get it done.MJ

08 August 2016: Went back Monday 8/8/16 @ 9am still tons of brush piles out there so I called Eric's guys to come back and clean it up. Tried calling Eddy to give him a heads up that we were coming but no answer left message.MJ

16-T034





3101 W Jolly Rd (54)



3101 W Jolly Rd (55)



3101 W Jolly Rd (56)



3101 W Jolly Rd (57)



3101 W Jolly Rd (58)



3101 W Jolly Rd (59)



3101 W Jolly Rd (60)



3101 W Jolly Rd (61)



3101 W Jolly Rd (62)



3101 W Jolly Rd (63)



3101 W Jolly Rd (64)



3101 W Jolly Rd (65)



3101 W Jolly Rd (66)



3101 W Jolly Rd (67)



3101 W Jolly Rd (68)



3101 W Jolly Rd (69)



3101 W Jolly Rd (70)



3101 W Jolly Rd (71)



3101 W Jolly Rd (72)



3101 W Jolly Rd (73)



3101 W Jolly Rd (100)



3101 W Jolly Rd (101)



3101 W Jolly Rd (102)



3101 W Jolly Rd (103)



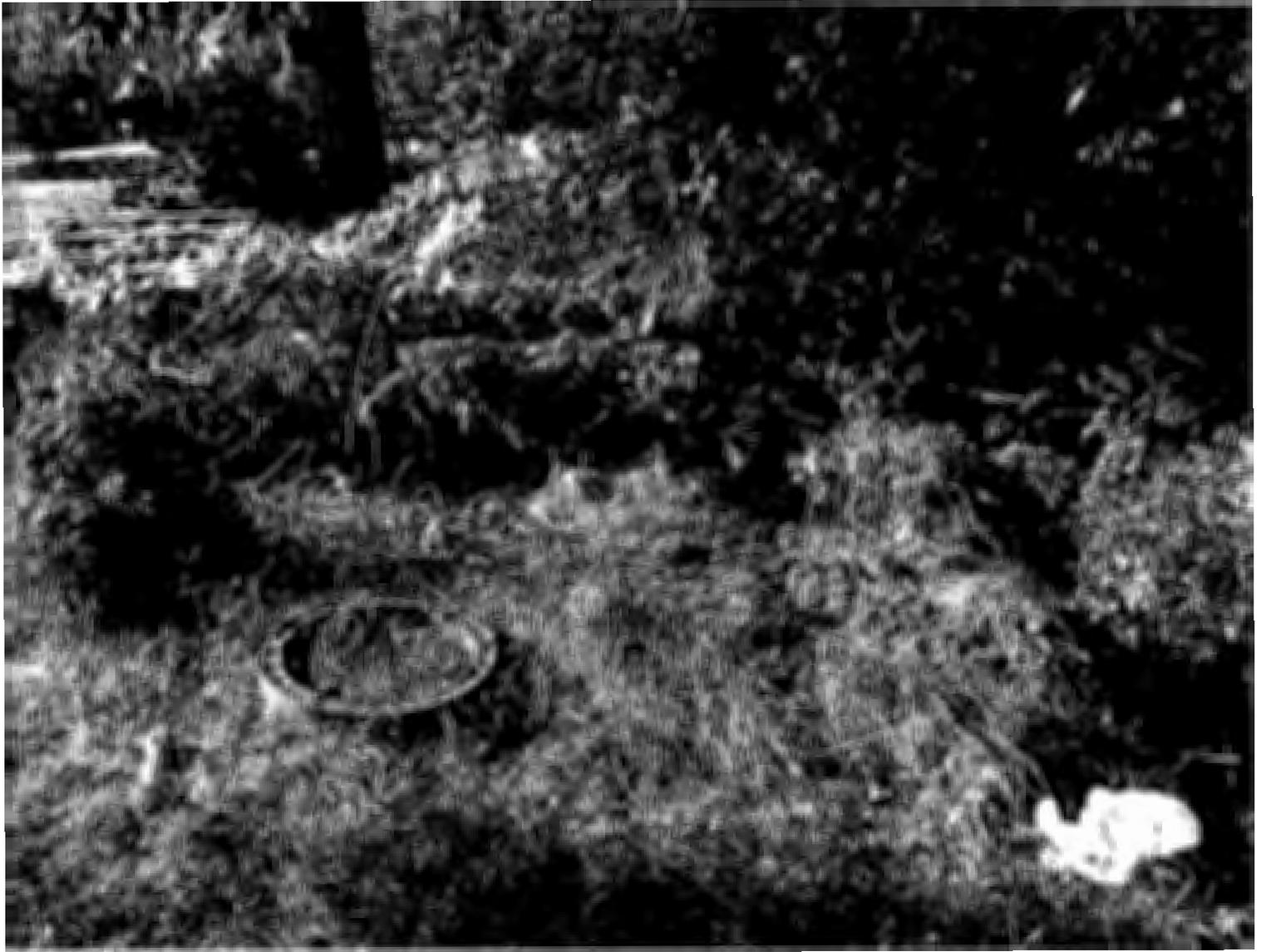
3101 W Jolly Rd (104)



3101 W Jolly Rd (105)



IMG_1466[1]



3101 W Jolly Rd (99)



3101 W Jolly Rd (98)



3101 W Jolly Rd (97)



3101 W Jolly Rd (96)



3101 W Jolly Rd (95)



3101 W Jolly Rd (94)



3101 W Jolly Rd (93)



3101 W Jolly Rd (92)



3101 W Jolly Rd (91)



3101 W Jolly Rd (90)



3101 W Jolly Rd (89)



3101 W Jolly Rd (86)



3101 W Jolly Rd (85)



3101 W Jolly Rd (84)



3101 W Jolly Rd (83)



3101 W Jolly Rd (82)



3101 W Jolly Rd (81)



3101 W Jolly Rd (80)



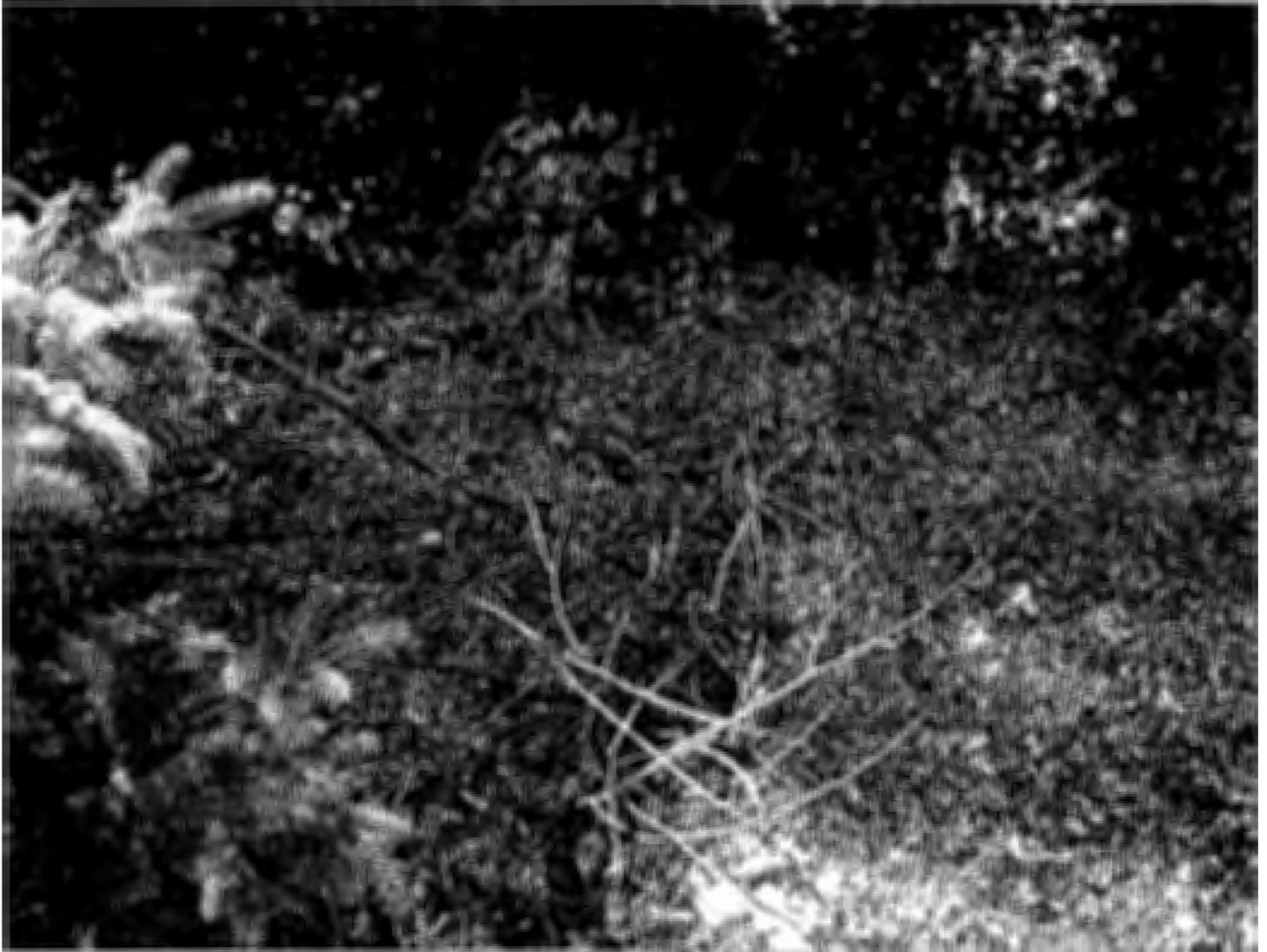
3101 W Jolly Rd (79)



3101 W Jolly Rd (78)



3101 W Jolly Rd (77)



3101 W Jolly Rd (76)



3101 W Jolly Rd (75)



3101 W Jolly Rd (74)



3101 W Jolly Rd (88)



3101 W Jolly Rd (87)



OFFICE OF THE MAYOR

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

Virg Bernero, Mayor

TO: City Council President Judi Brown Clarke and Councilmembers
FROM: Mayor Virg Bernero
DATE: 11/10/16
RE: Teamsters Local 243 CTP 2016-2019 Collective Bargaining

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

VB/rh
Attachment



City of Lansing
Inter-Departmental
Memorandum



To: Virg Bernero, Mayor

From: Mary Riley, HR Director

Subject: CITY COUNCIL AGENDA ITEM - Teamsters Local 243 CTP 2016-2019
Collective Bargaining

Date: 11-10-16

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

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

Attachments

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

WHEREAS, the City of Lansing and the Teamsters Local 243 Clerical, Technical, Professional Unit of the International Brotherhood of Teamsters, Chauffeurs and Warehousemen (the "Union") have negotiated a collective bargaining agreement (the "CBA") for the period covering February 1, 2016 through January 31, 2019, which is summarized in the October 25, 2016 Tentative Agreement of the parties and which contains the changes to the prior CBA; and

WHEREAS, the Union membership ratified this agreement on November 2, 2016; and

WHEREAS, the Mayor recommends the CBA, as summarized in the Tentative Agreement, be approved;

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby ratifies the October 25, 2016 Tentative Agreement of the parties for the CBA between the City of Lansing and the Union, Teamsters Local 243 Clerical, Technical, Professional Unit, for the period covering February 1, 2016 through January 31, 2019.

Approved for placement on the City Council
Agenda:

Jim Smiertka, City Attorney

Date



OFFICE OF THE MAYOR

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

Virg Bernero, Mayor

TO: City Council President Judi Brown Clarke and Councilmembers
FROM: Mayor Virg Bernero
DATE: 11-10-16
RE: Teamsters Local 243 Supervisory 2016-2019 Collective Bargaining

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

VB/rh
Attachment



City of Lansing
Inter-Departmental
Memorandum



To: Virg Bernero, Mayor

From: Mary Riley, HR Director

Subject: CITY COUNCIL AGENDA ITEM - Teamsters Local 243 Supervisory 2016-2019
Collective Bargaining

Date: 11/10/16

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

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

Attachments

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

WHEREAS, the City of Lansing and the Teamsters Local 243 Supervisory Unit of the International Brotherhood of Teamsters, Chauffeurs and Warehousemen (the "Union") have negotiated a collective bargaining agreement (the "CBA") for the period covering February 1, 2016 through January 31, 2019, which is summarized in the October 25, 2016 Tentative Agreement of the parties and which contains the changes to the prior CBA; and

WHEREAS, the Union membership ratified this agreement on November 3, 2016; and

WHEREAS, the Mayor recommends the CBA, as summarized in the Tentative Agreement, be approved;

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby ratifies the October 25, 2016 Tentative Agreement of the parties for the CBA between the City of Lansing and the Union, Teamsters Local 243 Supervisory Unit, for the period covering February 1, 2016 through January 31, 2019.

Approved for placement on the City Council
Agenda:

Jim Smiertka, City Attorney

Date

THIS ITEM NOT AVAILABLE AT TIME OF PRINT



City of Lansing

OFFICE OF THE CITY ATTORNEY

Claim Form – Special Assessments

Please provide the following information so we can contact you regarding your claim.

NAME: Dominic Korzecke DATE: 6/7/16
 MAILING ADDRESS: 525 N. Hayford Ave
 CITY: Lansing STATE: Mi ZIP CODE: 48912
 TELEPHONE: Home ((517) 898-8768) Work () _____

Please provide the following information on the incident(s) for which you are filing a claim. IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW, WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM.

ADDRESS: 525 N. Hayford Ave PARCEL NO. 33-01-01-14-104-321
 DATE OF INCIDENT: 4/20/2016 AMOUNT YOU WERE BILLED: \$484.00
 TOTAL AMOUNT YOU ARE CONTESTING: \$484.00
 TYPE OF ASSESMENT: Indoor Furniture outdoors

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

I received a violation for "Indoor type furniture outdoors" and "Deteriorated furniture". I removed a broken kitchen chair from my porch in an attempt to comply. I later came home to find my vinyl couch and wicker table removed. I find the removal of furniture and subsequent bill to be unwarranted and billed unfairly. I further feel I was treated unfairly in attempting to acquire additional information on the violation.

A description of the claims review process is available on our website at: http://www.lansingmi.gov/attorney/Claims_review_process.jsp



CITY OF LANSING

316 N. CAPITOL SUITE C2
Lansing, MI 48933
Ph: (517) 483-4361
Fax: (517) 377-0100

DUE DATE 06/16/2016

INVOICE

05/23/2016

Bill To:

KORZECKE RONALD & DOMONIC
525 N HAYFORD AVE
LANSING, MI 48912-4227

TOTAL AMOUNT DUE

\$ 484.00



	Invoice Number	Record No.	Address	Amount Due
	00074211	E16-04204	525 N HAYFORD AVE	\$484.00
			05/17/2016	
			Trash - Admin Fee	
			Trash - Contractor Charge	
TOTAL DUE:				\$484.00

Questions regarding this invoice: Contact **CODE COMPLIANCE** at 517.483.4361

Payment Information:

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
City of Lansing Treasurers Office
124 W Michigan Ave 1st Fl
Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
- Payment in full is due within 30 days from the billing date
- Any unpaid balance remains as a lien against this property and will be added to the next property tax bill.

Appeals Process:

If you intend to appeal this nuisance fee, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are available in the City Attorney's Office and the City of Lansing's web address: www.lansingmi.gov. Return completed claim to: Lansing City Attorney's Office, 124 West Michigan Ave 5th Fl, Lansing, MI 48933

Other Information:

- July property taxes are due and payable on or before August 31st. December property taxes are due and payable on or before February 14th.
- For Red Tag Monitoring Fees Only – invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

Payments may be made online or in person Monday thru Thursday 8:00 a.m. - 4:30 p.m., at the above address or by mail

TO Whom it may concern,

RE: Claim 1287

Hello, My name is Dom Korzecke and I live at 525 N. Hayford Ave in Lansing, Mi 48912. I am writing to appeal a claim on my house that was denied by the claims review committee. The denial came on August 17 and I understand I fall slightly outside of the dead line, but I implore you consider my appeal as this process has been confusing to me, and I previously, albeit incorrectly, thought I had correctly appealed and went through the process.

The reason I am appealing this claim is because I feel that the furniture taken off of my property and referred to as "inside furniture" was incorrectly labeled, and inappropriately removed. I had a leather looking couch that the code officer mistook for leather, the couch was vinyl and weather resistant. Additionally I had a wicker table removed which I believe is appropriate for porch use. Upon initial review the code officer also provided a false account of a phone conversation we had, I believe this to be unfair.

I understand this comes slow, but please consider my appeal. I have pride in my community, and am trying to learn what can be a complicated system.

Thank You,

- Dom Korzecke



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

November 9, 2016

Domonic Korzecke
525 N. Hayford
Lansing, MI 48912

Re: Claim – 525 N. Hayford

Dear Mr. Korzecke:

Please be advised that the Claims Review Committee reviewed the claim you submitted in the amount of \$484.00 for property located at 525 N. Hayford, Lansing, Michigan, and denied the claims you filed with the City of Lansing.

You have the right to appeal the decision of the Claims Review Committee to the Lansing City Council. If you desire to do so, please submit your appeal in writing, within thirty (30) days of the date of this letter, to the Lansing City Clerk, 9th Floor, City Hall, Lansing, MI 48933, for placement on the Council's agenda.

If you have any questions concerning this matter, please contact this office.

Sincerely,

Venus Kumar
Legal Assistant



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

August 3, 2016

Domonic Korzecke
525 N. Hayford Ave.
Lansing, MI 48912

Re: Claim – 525 N. Hayford Ave.

Dear Mr. Korzecke:

Please be advised that your claim is scheduled to be heard by the Claims Review Committee. The Committee is scheduled to begin hearings at **2:30 p.m. on Tuesday, August 9, 2016**. A copy of the appropriate Department's recommendation is enclosed for your review.

You are welcome to attend the hearing which will be located in the **City Attorney Conference Room, 5th Floor, City Hall, 124 W. Michigan Avenue**, Lansing, Michigan. If you plan to attend, please come to the City Attorney's Office on the date of the hearing and sign in at the Receptionist counter.

Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Venus Kumar".

Venus Kumar
Legal Assistant

Enclosure

Claim ID: 1287



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

August 3, 2016

Domonic Korzecke
525 N. Hayford Ave.
Lansing, MI 48912

Re: Claim – 525 N. Hayford Ave.

Dear Mr. Korzecke:

Please be advised that your claim is scheduled to be heard by the Claims Review Committee. The Committee is scheduled to begin hearings at **2:30 p.m. on Tuesday, August 9, 2016**. A copy of the appropriate Department's recommendation is enclosed for your review.

You are welcome to attend the hearing which will be located in the **City Attorney Conference Room, 5th Floor, City Hall, 124 W. Michigan Avenue**, Lansing, Michigan. If you plan to attend, please come to the City Attorney's Office on the date of the hearing and sign in at the Receptionist counter.

Thank you.

Sincerely,

Venus Kumar
Legal Assistant

Enclosure

Claim ID: 1287

1287

DATE: 6/16/2016

PPN: 33-01-01-14-104-321
 DATE SUBMITTED: 06/08/2016
 ADDRESS OF VIOLATION: 525 N. Hayford
 LISTED TAXPAYER OF RECORD: Korzecke, Ronad
 OTHER TAXPAYER OF RECORD: Korzecke, Domic
 CLAIMANT: Korzecke, Domic
 525 N. Hayford
 Lansing, MI 48912

TYPE OF ACTIONS CONTESTED: Trash Removal
 VIOLATION DATE: 04/20/2016
 NOTIFICATION DATE: 4/20/2016
 2ND NOTICE ASSESSMENT DATE:
 AMOUNT OF ASSESSMENT: \$484.00
 CONTRACTOR NAME - INVOICE NO. - DATE: Crutcher 16-T019 05/12/2016
 AMOUNT OF CLAIM: \$484.00

ADDITIONAL ACTIONS CONTESTED:
 VIOLATION DATE:
 NOTIFICATION DATE:
 2ND NOTICE ASSESSMENT DATE:
 AMOUNT OF ASSESSMENT:
 CONTRACTOR NAME - INVOICE NO. - DATE:
 AMOUNT OF CLAIM:
 MEMO DATE - INVOICE NO.:

HISTORY: Trash
 Violation
 4/20/2016

CITATIONS IN PREVIOUS YEAR: Trash
 Violation
 11/18/2015

CLAIMANT'S CIRCUMSTANCES: See Attached

CODE OFFICER'S NOTES: This property was cited for a trash violation on 4/20/2016 with a compliance due date of 4/27/2016. The officer returned to recheck the property on 4/29/2016 the violation was still present and the violations were submitted to the trash contractor for removal. The contractor arrived on 5/12/2016 the violations were still present and a cleanup was performed by the contractor. The claimant has been cited for this same violation previously (11/18/2015) and is aware this is a violation. The claimant never contacted our office regarding the notice for any clarification until after the items were removed. Pictures indicate proper actions were taken by both the contractor and the officer, therefore this office recommends denial of the claim.



Mayor Virg Bernero

**LANSING FIRE DEPARTMENT
FIRE MARSHAL'S OFFICE
Code Compliance Section**

316 N. Capitol Avenue Ste. C-2

Lansing, MI 48933

Phone: 517-483-4361

Fax: 517-377-0100

Domonic called questioning why his love seat and end table were removed from their open front porch. I advised him the best I could as to the code. He could not understand and alledged that I was discriminating. I asked how it was discrimination. He said it was age discrimination. He then demanded who complained. I advised him that there was no complaint. He continued to accuse me of discrimination at which time I ended the call.

DK 5-12-16

16-T019



Mayor Virg Bernero

**Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section**

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

TRASH AND DEBRIS CORRECTION NOTICE

**KORZECKE RONALD & DOMONIC or Current Occupant
525 N HAYFORD AVE
LANSING, MI 48912-4227**

**Violation Date: 11/18/2015
Violation Location: 525 N HAYFORD AVE
Parcel No: 33-01-01-14-104-321
Compliance Due Date: November 25, 2015**

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Indoor type furniture in the outdoors

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice. The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra \$75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year. If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Thursday between the hours of 8-9 AM or 12-1 PM.

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

Code Officer: Mike Morrison (517) 483 4052

"Equal Opportunity Employer"

Taxpayer's Copy



Mayor Virg Bernero

**Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section**

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

TRASH AND DEBRIS CORRECTION NOTICE

**KORZECHE RONALD & DOMONIC or Current Occupant
525 N HAYFORD AVE
LANSING, MI 48912-4227**

**Violation Date: 04/20/2016
Violation Location: 525 N HAYFORD AVE
Parcel No: 33-01-01-14-104-321
Compliance Due Date: April 27, 2016**

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Deteriorated furniture

Violation: Indoor type furniture in the outdoors

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice.** The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra \$75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

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

Code Officer: Dave Klein (517) 483 4377

"Equal Opportunity Employer"

Taxpayer's Copy



**Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section**
316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

Trash Authorization Form

Submitted to: Eric Crutcher on 04/29/2016

TAXPAYER: KORZECKE RONALD & DOMONIC, 525 N HAYFORD AVE LANSING, MI 48912-4227

Location of Work:

Enf Num: E16-04204

**Address: 525 N HAYFORD AVE
Lot No:
Description:
Parcel No: 33-01-01-14-104-321**

Remove Trash and Debris

Work Authorized:

Violation: Deteriorated furniture

Violation: Indoor type furniture in the outdoors

PLUS ANY OTHER INCIDENTAL TRASH / DEBRIS ON THE PROPERTY

Authorized Time required to complete work: 1

Authorized Cubic Yards: 3

Warning Comment:

none. love seat on front porch

Submitted By: Dave Klein (517) 483 4377

This action is authorized by the Manager of Code Compliance



Nuisance Fees
 City of Lansing Treasurers Office
 124 W Michigan Ave 1st Floor
 Lansing, MI 48933
 Ph: (517) 483-4361 Fx: (517) 377-0169

Nuisance Fee Billing Statement

Date Created: 05/17/2016

Due Date: 06/16/2016

Pay Invoice In Full



KORZECKE RONALD & DOMONIC
 525 N HAYFORD AVE
 LANSING MI 48912-4227

Inv Number: 00074211

Parcel: 33-01-01-14-104-321

Address: 525 N HAYFORD AVE



Parcel: 33-01-01-14-104-321

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00074211		E16-04204	525 N HAYFORD AVE	\$484.00
Fee Details:				Balance
	Quantity	Description		
	1.000	Trash - Admin Fee		\$ 265.00
	219.000	Trash - Contractor Charge		\$ 219.00
Total Amount Due				\$ 484.00

Questions regarding this invoice: Contact **CODE COMPLIANCE** at 517.483.4361

Payment Information:

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
 City of Lansing Treasurers Office
 124 W Michigan Ave 1st Fl
 Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
- Payment in full is due within 30 days from the billing date
- Any unpaid balance remains as a lien against this property and will be added to the next property tax bill.

Appeals Process:

If you intend to appeal this nuisance fee and it is attached to your tax bill, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are available in the City Attorney's Office and the City of Lansing's web address: www.lansingmi.gov. Return completed claim to: Lansing City Attorney's Office, 124 West Michigan Ave 5th Fl, Lansing, MI 48933

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- For Red Tag Monitoring Fees Only – invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

Payments may be made online or in person Monday thru Friday 8:00 a.m. - 4:30 p.m., at the above address or by mail

Eric's Refuse LLC

P.O. Box 16035
Lansing, MI 48901

Invoice

Date	Invoice #
5/11/2016	4968

Bill To
City of Lansing Office of Code Compliance 316 North Capital Lansing, MI 48933-1238

property address
525 N Hayford Ave 33-01-01-14-104-321

Terms

work complete
5/11/2016

Quantity	Item Code	Description	Price Each	Amount
1	1hr 3cy	first hour and 3 yards of debris	175.00	175.00
2	add cy	addition yards after 3	22.00	44.00
		work complete 5/12/16 total yards 5 submitted by Dave Klein		

All work is completel	Total	\$219.00
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CITY OF LANSING

316 N. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

DUE DATE 06/16/2016

INVOICE

05/23/2016

TOTAL AMOUNT DUE

\$ 484.00



Bill To:

KORZECKE RONALD & DOMONIC

525 N HAYFORD AVE

LANSING, MI 48912-4227

	Invoice Number	Record No.	Address	Amount Due
	00074211	E16-04204	525 N HAYFORD AVE	\$484.00
	05/17/2016			
	Trash - Admin Fee			
	Trash - Contractor Charge			

TOTAL DUE:

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525 N Hayford





525 N Hayford Ave (2)



05/12/2016 14:10





DATE: 6/16/2016

PPN: 33-01-01-14-104-321
 DATE SUBMITTED: 06/08/2016
 ADDRESS OF VIOLATION: 525 N. Hayford
 LISTED TAXPAYER OF RECORD: Korzecke, Ronad
 OTHER TAXPAYER OF RECORD: Korzecke, Domic
 CLAIMANT: Korzecke, Domic
 525 N. Hayford
 Lansing, MI 48912

TYPE OF ACTIONS CONTESTED: Trash Removal
 VIOLATION DATE: 04/20/2016
 NOTIFICATION DATE: 4/20/2016
 2ND NOTICE ASSESSMENT DATE:
 AMOUNT OF ASSESSMENT: \$484.00
 CONTRACTOR NAME - INVOICE NO. - DATE: Crutcher 16-T019 05/12/2016
 AMOUNT OF CLAIM: \$484.00

ADDITIONAL ACTIONS CONTESTED:
 VIOLATION DATE:
 NOTIFICATION DATE:
 2ND NOTICE ASSESSMENT DATE:
 AMOUNT OF ASSESSMENT:
 CONTRACTOR NAME - INVOICE NO. - DATE:
 AMOUNT OF CLAIM:
 MEMO DATE – INVOICE NO.:

HISTORY: Trash
 Violation
 4/20/2016

CITATIONS IN PREVIOUS YEAR: Trash
 Violation
 11/18/2015

CLAIMANT'S CIRCUMSTANCES: See Attached

CODE OFFICER'S NOTES: This property was cited for a trash violation on 4/20/2016 with a compliance due date of 4/27/2016. The officer returned to recheck the property on 4/29/2016 the violation was still present and the violations were submitted to the trash contractor for removal. The contractor arrived on 5/12/2016 the violations were still present and a cleanup was performed by the contractor. The claimant has been cited for this same violation previously (11/18/2015) and is aware this is a violation. The claimant never contacted our office regarding the notice for any clarification until after the items were removed. Pictures indicate proper actions were taken by both the contractor and the officer, therefore this office recommends denial of the claim.



Mayor Virg Bernero

**LANSING FIRE DEPARTMENT
FIRE MARSHAL'S OFFICE
Code Compliance Section**

316 N. Capitol Avenue Ste. C-2

Lansing, MI 48933

Phone: 517-483-4361

Fax: 517-377-0100

Domonic called questioning why his love seat and end table were removed from their open front porch. I advised him the best I could as to the code. He could not understand and alledged that I was discriminating. I asked how it was discrimination. He said it was age discrimination. He then demanded who complained. I advised him that there was no complaint. He continued to accuse me of discrimination at which time I ended the call.

DK 5-12-16

16-T019



Mayor Virg Bernero

**Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section**

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

TRASH AND DEBRIS CORRECTION NOTICE

**KORZECKE RONALD & DOMONIC or Current Occupant
525 N HAYFORD AVE
LANSING, MI 48912-4227**

Violation Date: 11/18/2015
Violation Location: 525 N HAYFORD AVE
Parcel No: 33-01-01-14-104-321
Compliance Due Date: November 25, 2015

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Indoor type furniture in the outdoors

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice.** The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra \$75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Thursday between the hours of 8-9 AM or 12-1 PM.

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

Code Officer: Mike Morrison (517) 483 4052

"Equal Opportunity Employer"

Taxpayer's Copy



Mayor Virg Bernero

**Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section**

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TRASH AND DEBRIS CORRECTION NOTICE

**KORZECKE RONALD & DOMONIC or Current Occupant
525 N HAYFORD AVE
LANSING, MI 48912-4227**

Violation Date: 04/20/2016
Violation Location: 525 N HAYFORD AVE
Parcel No: 33-01-01-14-104-321
Compliance Due Date: April 27, 2016

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Deteriorated furniture

Violation: Indoor type furniture in the outdoors

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice.** The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra \$75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

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Code Officer: Dave Klein (517) 483 4377

"Equal Opportunity Employer"

Taxpayer's Copy



Mayor Virg Bernero

**Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section**

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

Trash Authorization Form

Submitted to: Eric Crutcher on 04/29/2016

TAXPAYER: KORZECKE RONALD & DOMONIC, 525 N HAYFORD AVE LANSING, MI 48912-4227

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Enf Num: E16-04204

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Lot No:
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Submitted By: Dave Klein (517) 483 4377



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 124 W Michigan Ave 1st Floor
 Lansing, MI 48933
 Ph: (517) 483-4361 Fx: (517) 377-0169

Nuisance Fee Billing Statement

Date Created: 05/17/2016

Due Date: 06/16/2016

Pay Invoice In Full



KORZECKE RONALD & DOMONIC
 525 N HAYFORD AVE
 LANSING MI 48912-4227

Inv Number: 00074211

Parcel: 33-01-01-14-104-321

Address: 525 N HAYFORD AVE



Parcel: 33-01-01-14-104-321

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
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Fee Details:				Balance
		Quantity	Description	
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Total Amount Due				\$ 484.00

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Eric's Refuse LLC

P.O. Box 16035
Lansing, MI 48901

Invoice

Date	Invoice #
5/11/2016	4968

Bill To
City of Lansing Office of Code Compliance 316 North Capital Lansing, MI 48933-1238

property address
525 N Hayford Ave 33-01-01-14-104-321

Terms

work complete
5/11/2016

Quantity	Item Code	Description	Price Each	Amount
1	1hr 3cy	first hour and 3 yards of debris	175.00	175.00
2	add cy	addition yards after 3	22.00	44.00
		work complete 5/12/16 total yards 5 submitted by Dave Klein		
All work is complete!			Total	\$219.00



RECEIVED JUN 08 2016

City of Lansing

OFFICE OF THE CITY ATTORNEY

1207

Claim Form – Special Assessments

Please provide the following information so we can contact you regarding your claim.

NAME: Dominic Korzecke DATE: 6/7/16
 MAILING ADDRESS: 525 N. Hayford Ave
 CITY: Lansing STATE: Mi ZIP CODE: 48912
 TELEPHONE: Home ((517) 898-8768) Work () _____

Please provide the following information on the incident(s) for which you are filing a claim. IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW, WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM.

ADDRESS: 525 N. Hayford Ave PARCEL NO. 33-01-01-14-104-321
 DATE OF INCIDENT: 4/20/2016 AMOUNT YOU WERE BILLED: \$484.00
 TOTAL AMOUNT YOU ARE CONTESTING: \$ 484.00
 TYPE OF ASSESMENT: Indoor Furniture outdoors

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

I received a violation for "Indoor tree furniture outdoors" and "Deteriorated furniture". I removed a broken kitchen chair from my porch in an attempt to comply. I later came home to find my vinyl couch and wicker table removed. I find the removal of furniture and subsequent bill to be unwarranted and billed unfairly. I further feel I was treated unfairly in attempting to acquire additional information on the violation.

A description of the claims review process is available on our website at: http://www.lansingmi.gov/attorney/Claims_review_process.jsp



CITY OF LANSING

316 N. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

DUE DATE 06/16/2016

INVOICE

05/23/2016

Bill To:

KORZECKE RONALD & DOMONIC

525 N HAYFORD AVE

LANSING, MI 48912-4227

TOTAL AMOUNT DUE

\$ 484.00



Invoice Number	Record No.	Address	Amount Due
00074211	E16-04204	525 N HAYFORD AVE	\$484.00
05/17/2016			
Trash - Admin Fee			
Trash - Contractor Charge			
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525 N Hayford Ave (2)





Eric Schertzing
Ingham County Treasurer

RECEIVED
2016 OCT 27 AM 11:32
LANSING CITY CLERK

Desiree Kirkland
Chief Deputy Treasurer
(517) 676-7235
dkirkland@ingham.org

Courthouse
P.O. Box 215
Mason, MI 48854-0215
(517) 676-7220
eschertzing@ingham.org

October 21, 2016

Mr. Chris Swope
Lansing City Clerk
124 West Michigan Avenue
9th Floor
Lansing, Michigan 48933

Dear Mr. Swope:

I am writing to you on behalf of Treasurer Eric Schertzing who serves as the Foreclosing Governmental Unit (F.G.U.) for Ingham County under Public Act 123 of 1999; MCL 211.1-211.157.

Property was foreclosed upon by the F.G.U. for unpaid property taxes in the City of Lansing. Such property has been offered for sale at two or more public auctions. Fee simple title to those parcels not sold at auction must be transferred to the City of Lansing on or before December 30, 2016 unless the City formally objects to the transfer. I encourage you to review this process at MCL 211.78m(6). As required by statute, a list of all property tax foreclosed parcels located in the City of Lansing subject to transfer is enclosed. The list must be accepted or rejected in its entirety.

Treasurer Schertzing, working in consultation with local government, spearheaded the creation of an Ingham County Land Bank Authority in 2005 to help combat the problems property tax foreclosed parcels can present to governments and communities. Oftentimes the cost of maintaining such parcels exceeds any benefit a local jurisdiction may gain. The Land Bank allows for those benefits to still become available to the local community without any additional expense from the City. However, the Land Bank cannot obtain possession of these property tax foreclosed parcels unless the City first objects to their transfer.

When this issue is taken up by the City Council, Treasurer Schertzing would be more than willing to be in attendance to answer any questions that may arise. Please contact me at the email address or telephone number listed below to schedule a meeting time satisfactory to all parties and within the statutory time constraints or to request electronic copies of this letter, parcel list, or a sample resolution.

Thank you for your assistance in this matter.

Regards,

A handwritten signature in black ink, appearing to read 'J. G. Bonsall', written in a cursive style.

Joseph G. Bonsall
Land Bank Coordinator
(517) 267-5221
jbonsall@ingham.org

Enclosure

Cc: Bob Johnson, City of Lansing Planning and Neighborhood Development Office

2016 PROPERTY TAX FORECLOSURES
CITY OF LANSING

33-01-01-03-101-091

LOT 73 WOODLAWN SUB

Property Address: SANFORD AVE LANSING MI

33-01-01-03-378-051

LOT 143 PARK MANOR HEIGHTS

Property Address: 2324 COMMONWEALTH AVE LANSING MI

33-01-01-04-109-101

LOTS 53 & 54 IDEAL HOMESITES

Property Address: 622 CARRIER ST LANSING MI

33-01-01-04-276-081

LOT 46 SUPERVISORS PLAT OF COMMUNITY HOME SITES

Property Address: 541 E PAULSON ST LANSING MI

33-01-01-04-301-141

N 75 FT OF S 335 FT LOT 15 & N 50 FT OF S 335 FT LOT 16 ASSESSORS PLAT NO 34
REC L 11 P 15

Property Address: 2703 TAYLOR ST LANSING MI

33-01-01-04-328-231

LOT 53 ASSESSORS PLAT NO 45

Property Address: TURNER ST LANSING MI

2016 PROPERTY TAX FORECLOSURES
CITY OF LANSING

33-01-01-08-282-051

S 26 FT LOT 130 & N 17 FT LOT 129 KNOLLWOOD PARK

Property Address: ROOSEVELT AVE LANSING MI

33-01-01-08-378-251

LOT 22 BLOCK 2 DAYTONS ADD

Property Address: 817 N JENISON AVE LANSING MI

33-01-01-08-406-161

LOT 29 BUNGALOW HOME ADD

Property Address: 1123 THEODORE ST LANSING MI

33-01-01-08-408-071

LOT 162, N 15 FT LOT 163 & S 20 FT LOT 161 CHARLES KUDNERS SUB

Property Address: 1003 WESTMORELAND AVE LANSING MI

33-01-01-08-479-011

W 110 FT OF N 16.31 FT LOT 128 & W 110 FT OF S 16.69 FT LOT 129 ENGLEWOOD PARK ADD

Property Address: 922 CHICAGO AVE LANSING MI

33-01-01-08-482-191

N 34 FT LOT 106 ENGLEWOOD PARK ADD

Property Address: 729 CHICAGO AVE LANSING MI

33-01-01-09-352-221

S 2 R LOT 10 BLOCK B SUB OF BLOCKS 26 & 27 ORIG PLAT

2016 PROPERTY TAX FORECLOSURES
CITY OF LANSING

33-01-01-10-180-161

LOT 182 HIGHLAND PARK

Property Address: 1315 MASSACHUSETTS AVE LANSING MI

33-01-01-10-254-121

LOT 208 CAPITOL HEIGHTS

Property Address: 1419 OHIO AVE LANSING MI

33-01-01-10-326-551

LOT 2 BROWNS SECOND SUB

Property Address: E GRAND RIVER AVE LANSING MI

33-01-01-10-326-561

LOT 1 BROWNS SECOND SUB

Property Address: 1108 E GRAND RIVER AVE LANSING MI

33-01-01-10-401-140

LOT 27, ALSO PARTS LOTS 28 & 29 LYING S OF A LINE COM 10.815 FT N OF SE COR LOT 29, TH W'LY 102 FT +/- TO POINT ON W LINE LOT 28 LYING 10.815 FT S OF NW COR THEREOF & POE; OTTO'S ADD

Property Address: CLARK ST LANSING MI

33-01-01-10-408-061

LOT 54 FARRANDS ADD

Property Address: 1108 CLEVELAND ST LANSING MI

33-01-01-14-309-111

2016 PROPERTY TAX FORECLOSURES
CITY OF LANSING

33-01-01-15-479-121

LOT 92 PAUL PARK ADD

Property Address: S13 LESLIE ST LANSING MI

33-01-01-17-227-241

E 1/2 LOT 5 WHITES SUB E OF BUTLER REC L 1 P 15

Property Address: 727 W SAGINAW ST LANSING MI

33-01-01-17-227-311

E 1/2 LOT 15 WHITES SUB E OF BUTLER REC L 1 P 15

Property Address: 825 W SAGINAW ST LANSING MI

33-01-01-17-258-121

E 3 R LOT 17 BLOCK 2 FRENCHS SUB

Property Address: 1210 W OTTAWA ST LANSING MI

33-01-01-17-258-181

S 9 R OF E 2 R OF W 4 R LOTS 1, 2 & 3 BLOCK 2 FRENCHS SUB

Property Address: 1112 W OTTAWA ST LANSING MI

33-01-01-20-130-131

W 37 FT LOT 38 RIVERVIEW HEIGHTS SUB REC L 4 P 44

Property Address: 1607 W MALCOLM X ST LANSING MI

33-01-01-20-489-041

2016 PROPERTY TAX FORECLOSURES
CITY OF LANSING

33-01-01-22-203-161

LOT 253 EXCELSIOR LAND COMPANYS SUB

Property Address: 924 DAKIN ST LANSING MI

33-01-01-22-206-142

LOTS 232 & 233 EXCELSIOR LAND COMPANYS SUB

Property Address: 1042 DAKIN ST LANSING MI

33-01-01-22-207-021

LOT 281 EXCELSIOR LAND COMPANYS SUB

Property Address: 1015 DAKIN ST LANSING MI

33-01-01-22-228-041

LOTS 46 & 47 ASSESSORS PLAT NO 49

Property Address: 721 LESLIE ST LANSING MI

33-01-01-22-277-121

LOT 154 & N 1/2 LOT 153 CITY PARK SUB

Property Address: 1132 LESLIE ST LANSING MI

33-01-01-22-280-162

LOTS 105, 106 & 107 PARKVIEW LAND CO ADD

Property Address: 1236 ALLEN ST LANSING MI

33-01-01-22-283-262

2016 PROPERTY TAX FORECLOSURES
CITY OF LANSING

33-01-01-26-302-021

LOT 3 GREEN MEADOWS SUB

Property Address: 2023 HAMELON ST LANSING MI

33-01-01-27-476-050

S 330 FT OF E 792 FT OF SE 1/4 OF SE 1/4 EXC E 173 FT OF S 240 FT; SEC 27 T4N
R2W

Property Address: AURELIUS RD LANSING MI

33-01-01-27-476-055

COM 330 FT N OF SE COR SEC 27, TH W ON LINE 330 FT N OF & PARLL TO S SECTION
LINE 792 FT, N 14.68 FT TO S LINE GOODHOME 5UB, E'LY TO E LINE SAID SECTION, 5
15.48 FT TO BEG; SEC 27 T4N R2W

Property Address: AURELIUS RD LANSING MI

33-01-01-28-285-071

LOTS 129, 130 & N 5 FT LOT 133 ALSO COM NW COR LOT 129, TH N 5 FT E 120 FT, S 5 FT, W 120 FT TO
BEG; ADDMORE PARK

Property Address: 569 LINCOLN AVE LANSING MI

33-01-01-28-452-231

N 46 FT OF S 132 FT LOT 1 BLOCK 1 OAK CREST SUB

Property Address: 3116 S CEDAR ST LANSING MI

33-01-01-29-277-051

LOTS 13 & 14 BLOCK 1 RESUB OF BLOCKS 17, 21, 22 AND LOTS 35 TO 72 INCL, BLOCK 30 ELMHURST SUB

Property Address: 2501 STIRLING AVE LANSING MI

2016 PROPERTY TAX FORECLOSURES
CITY OF LANSING

33-01-01-34-229-045

LOT 38 SUPERVISORS PLAT OF CHERRY HILL

Property Address: REX ST LANSING MI

33-01-01-35-326-131

LOT 20 SONNYBROOK PLAT

Property Address: 2621 DIER ST LANSING MI

33-01-01-35-353-132

LOTS 52 & 53 SUPERVISORS PLAT OF CULVER-DALE SUB

Property Address: 2018 IRENE ST LANSING MI

33-01-05-04-377-001

LOT 19 SUPERVISORS PLAT OF HOME OWNERS SUB

Property Address: 5835 ROLFE RD LANSING MI

33-01-05-05-301-081

COM ON SW'LY LINE LOT 14 961.7 FT S 44DEG 20MIN E OF W'LY COR, TH S 44DEG 20MIN E 105 FT, N 45 DEG VALLEAUS SUB
E 57.5 FT, N 44DEG 20MIN W 105 FT, S 45DEG W 57.5 FT TO BEG; SUPERVISORS PLAT OF

Property Address: SELFRIDGE BLVD LANSING MI

33-01-05-05-302-081

LOT 4 SUPERVISORS PLAT OF VALLEAUS SUB

Property Address: 5812 S M L KING JR BLVD LANSING MI

33-01-05-06-201-282

E 78.5 FT OF N 1/2 LOT 55 ALSO W 15 FT OF N 1/2 LOT 56 MAPLE GROVE FARMS NO 2

EATON COUNTY TREASURER



Bob Robinson

1045 Independence Blvd. • Charlotte, Michigan 48813
(517) 543-4262 Fax: (517) 543-9983

October 25, 2016

Chris Swope
City of Lansing Clerk
124 W. Michigan Ave
Lansing, MI 48933

Dear Chris:

The office of the Eaton County Treasurer foreclosed on property code #23-50-40-36-407-061 on March 31, 2016 for unpaid property taxes.

Pursuant to PA123 of 1999, the property was offered first right of refusal to the State of Michigan and subsequently offered to the City of Lansing and the County of Eaton for purchase. All 3 units declined the purchase of the property.

The property was offered for sale at a Public Auction in September of 2016 and remained unsold. It was re-offered for sale in October of 2016 and still remained unsold.

Public Act 123 of 1999 states that a property that remains unsold after the final public auction will be transferred to the unit in which the property is located on December 30 immediately succeeding the date of the sale.

The property referenced in this letter will be transferred to the City of Lansing on December 30, 2016 unless the township objects to the transfer of the property in writing to the Eaton County Treasurer prior to that date. If the township declines the transfer of the property, the Eaton County Treasurer will retain possession of the property and all taxes for 2016 shall be cancelled.

Please contact me if you should have any questions related to this matter.

Sincerely,

Bob Robinson, Treasurer

Cc: Tammy Good, Treasurer