

AGENDA

Committee on Ways and Means November 5, 2025 at 3:30 PM



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

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

Council Member Hussain, Chairperson
Council Member Garza, Vice Chairperson
Council Member Spadafore, Member

- 1. Call to Order**
- 2. Roll Call**
- 3. Minutes**
 - A. October 1, 2025
- 4. Public Comment on Agenda Items (Up to 3 Minutes)**
- 5. Discussion/Action:**
 - B. RESOLUTION - Grant Acceptance; Energy Efficiency and Conservation Block Grant, United States Department of Energy
 - C. RESOLUTION - Grant Acceptance; Frances River Lot Improvements, Michigan Natural Resources Trust Fund (MNRTF)
 - D. RESOLUTION - Donation Acceptance; Meijer for the Great Bubble Barrier in the Grand River
- 6. Other**
- 7. Adjourn**

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



MINUTES
Committee on Ways and Means
Wednesday, October 1, 2025 @ 3:30 p.m.
City Council Conference Room

CALL TO ORDER

Council Member Hussain called the meeting to order at 3:30pm

PRESENT

Council Member Adam Hussain, Chair
Council Member Jeremy Garza, Vice Chair
Council Member Peter Spadafore, Member

OTHERS PRESENT

Renee Richmond, Council Administrative Assistant
Lisa Hagen-Lawrence, OCA
Greg Venker, OCA
Brett Kaschinske, Director Parks & Recreation
Cheryl Rupprecht, LPD
Shawn McNamara, Captain LPD
Jason Hogan, IT Director
Jwan Randle , LFD Logistics Division Chief

Minutes

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE MINUTES OF SEPTEMBER 22, 2025 AS WRITTEN. MOTION CARRIED 3-0.

Public Comment

Discussion/Action:

ORDINANCE – Amending Chapter 206 to adjust the threshold for requiring bidding

Councilmember Hussain outlined that the ordinance is to adjust the threshold to reflect inflation adjustments and there were no comments at the public hearing.

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE ORDINANCE FOR AMENDING CHAPTER 206 TO ADJUST THE THRESHOLD FOR REQUIRING BIDDING. MOTION CARRIED 3-0.

Councilmember Hussain noted the minutes do reflect the correction on page 1, line 12.

RESOLUTION – Grant Acceptance; Automobile Theft Prevention Authority (ATPA) Grant

Ms. Rupprecht stated this is a historical grant, this year they have a 63% match vs typical 60/40, and they already use someone on staff in the role. Councilmember Garza asked why it dropped to 37%. Ms. Rupprecht indicated they haven't passed budget yet. Councilmember Hussain asked why the resolution speaks to receiving grant of \$268,000. Ms. Rupprecht responded when they received the letter of acceptance it shows the total amount breaking down what they are committing to match.

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE RESOLUTION TO APPROVE THE GRANT ACCEPTANCE, AUTOMOBILE THEFT PREVENTION AUTHORITY (ATPA). MOTION CARRIED 3-0.

RESOLUTION – Grant Acceptance; Office of Highway Safety Planning (OHSP) Grant

Ms. Rupprecht said that this grant is from the State of Michigan and found additional federal backing to keep program running. This is funding for 3 new radar guns and support for overtime efforts for all the safe driving. Councilmember Hussain asked if there are terms of how the overtime is executed, Ms. Rupprecht answered they are currently wrapping up FY25. Councilmember Hussain inquired on any reports generated to demonstrate. Ms. Rupprecht responded yes, the coordinating Sergeant reports monthly on stops and the results of those stops whether pedestrian, bicycle etc. Councilmember Hussain asked if it is heavily redacted, Ms. Rupprecht doesn't believe so because it is total instances. Councilmember Garza asked if there is no federal funding is this in jeopardy, Ms. Rupprecht answered no.

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE RESOLUTION TO APPROVE THE GRANT ACCEPTANCE, OFFICE OF HIGHWAY SAFETY PLANNING (OHSP) GRANT. MOTION CARRIED 3-0.

RESOLUTION – Donation Acceptance; Michigan Education Association donation to the CARE Unit for Domestic Violence efforts

Ms. Rupprecht indicated a \$500 donation from MEA, it does not specify what it needs to be used for, there are some items not supported by the grant funds and this will go towards those items.

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE RESOLUTION TO APPROVE THE DONATION ACCEPTANCE; MICHIGAN EDUCATION ASSOCIATION DONATION TO THE CARE UNIT FOR DOMESTIC VIOLENCE EFFORTS. MOTION CARRIED 3-0.

PLACE ON FILE – Sole Source Purchase; Police Department notification of All City Management Services as the vendor for the staffing, training, and management of the City of Lansing's School Crossing Guard program

Ms. Rupprecht mentioned it is a state mandate that LPD provide guards to the school system last fall and this spring, and all efforts aligned with Lansing School District.

MOTION BY COUNCIL MEMBER GARZA TO PLACE ON FILE. MOTION CARRIED 3-0

PLACE ON FILE – Sole Source Purchase; Information Technology Department notification of Orion Workforce Software for Police Department scheduling

Mr. Hogan outline the IT Department has been working with LPD for about 6-7 years to find a scheduling software needed for a 6 week scheduling, and Orion is able to do that. Councilmember Spadafore mentioned to the labor side any issue with the new federal law regarding overtime and compensation, this is just scheduling correct. Mr. Hogan answered yes, and everyone will have a mobile app on their phone as well and it'll go to BS&A. Councilmember Spadafore asked

regarding overtime is there a geo location to ensure in the city . Captain McNamara said they could explore that, but it's more time management perspective and not overtime.

MOTION BY COUNCIL MEMBER GARZA TO PLACE ON FILE. MOTION CARRIED 3-0

PLACE ON FILE – Sole Source Purchase; Fire Department notification of Impact Rescue as the vendor for the purchase of Holmatro Extrication Equipment

Chief Randle from LFD handed out some information on the reasoning behind switching to pneumatic/gas powered to battery. Currently the tools used are pneumatic/gas and the lines plug into the equipment and have to match, they also have a gas powered generator. Switching to batter because it will limit time on scene, trip hazards, and spills. Councilmember Hussain asked the reason it is a Sole Source. Captain Randle stated Holmatro is the authorized seller and training service for this equipment, they do all the testing, servicing, and respond to them with in 24/48 hours, just upgrading and sustaining relationship. Councilmember Garza inquired about when it is cold will it still function. Captain Randle answered yes the batteries can be charged in the department so when they get on scene they are ready to go.

MOTION BY COUNCIL MEMBER GARZA TO PLACE ON FILE. MOTION CARRIED 3-0

OTHER

ADJOURN

Adjourned at 3:46pm

Submitted by,

Renee Richmond, Recording Secretary, Lansing City Council

Approved by the Committee on



Andy Schor, Mayor

**PUBLIC SERVICE DEPARTMENT
Operations and Maintenance Division**

601 East South Street10
(517) 483-4161
FAX: (517) 483-4483
<http://publicservice.cityoflansingmi.com>



Memorandum For: Mayor

From: Lori Welch, Sustainability Manager

Date: October 9, 2025

Subject: Acceptance of DOE EECBG Formula Allocation

The Public Service Department recommends the acceptance of the Department of Energy Formula grant funding allocation to local governments for the Energy Efficiency and Conservation Block Grant (EECBG) program.

The allocation was confirmed on July 5, 2024 in the amount of \$168,150.

Funds will be used for fleet electrification, including EV vehicles, golf carts and handheld equipment.

There is no match requirement.



LANSING CITY COUNCIL

FY25 GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

PREFERRED REFERRAL DATE: As soon as possible

GRANT NAME: Energy Efficiency and Conservation Block Grant (EECBG) GRANT

GRANT AGENCY: Dept of Energy

ASSISTANCE LISTING (CDFA): N/A

DEPARTMENT: Public Service

CONTACT NAME: Lori Thomas

CONTACT PHONE: 517-243-5668

GRANT PERIOD START: July 2024

GRANT PERIOD END: July 2026

APPLICATION DATE: Pre award info sheet submitted on 2/24/23 (this is not a competitive grant that required a traditional application, but rather a formula grant allocation made to local governments)

AWARD DATE: 7/5/24

TOTAL AMOUNT: \$168,150

ADMINISTRATIVE COST RECOVERY AMOUNT: 0

SUMMARY OF GRANT PURPOSE AND ALLOWABLE USES:

The purpose of the Energy Efficiency and Conservation Block Grant (EECBG) Program formula grants made to cities is to help local governments reduce energy use, cut fossil fuel emissions, and improve energy efficiency in a way that strengthens local economies and promotes environmental sustainability.

We chose the equipment rebate option (reimbursement for the purchase and installation of qualified energy efficiency and clean energy equipment) for fleet electrification purchases.

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

WHEREAS, in July of 2024, the City of Lansing confirmed the allocation of \$168,150 through a Department of Energy Formula grant funding allocation to local governments for the Energy Efficiency and Conservation Block Grant (EECBG) program.

WHEREAS, the City of Lansing chose to apply for an equipment rebate for fleet electrification purchases.

WHEREAS, the Public Service Department is requesting acceptance of the EECBG award of \$168,150.

WHEREAS, the Administration and the City Council recognize the importance of the transition from gas-powered to electric vehicles and equipment and how it relates to clean transportation goals within Lansing's Sustainability Action Plan.


NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council approves acceptance of the DOE EECBG allocation for fleet electrification in the amount of \$168,150.00.

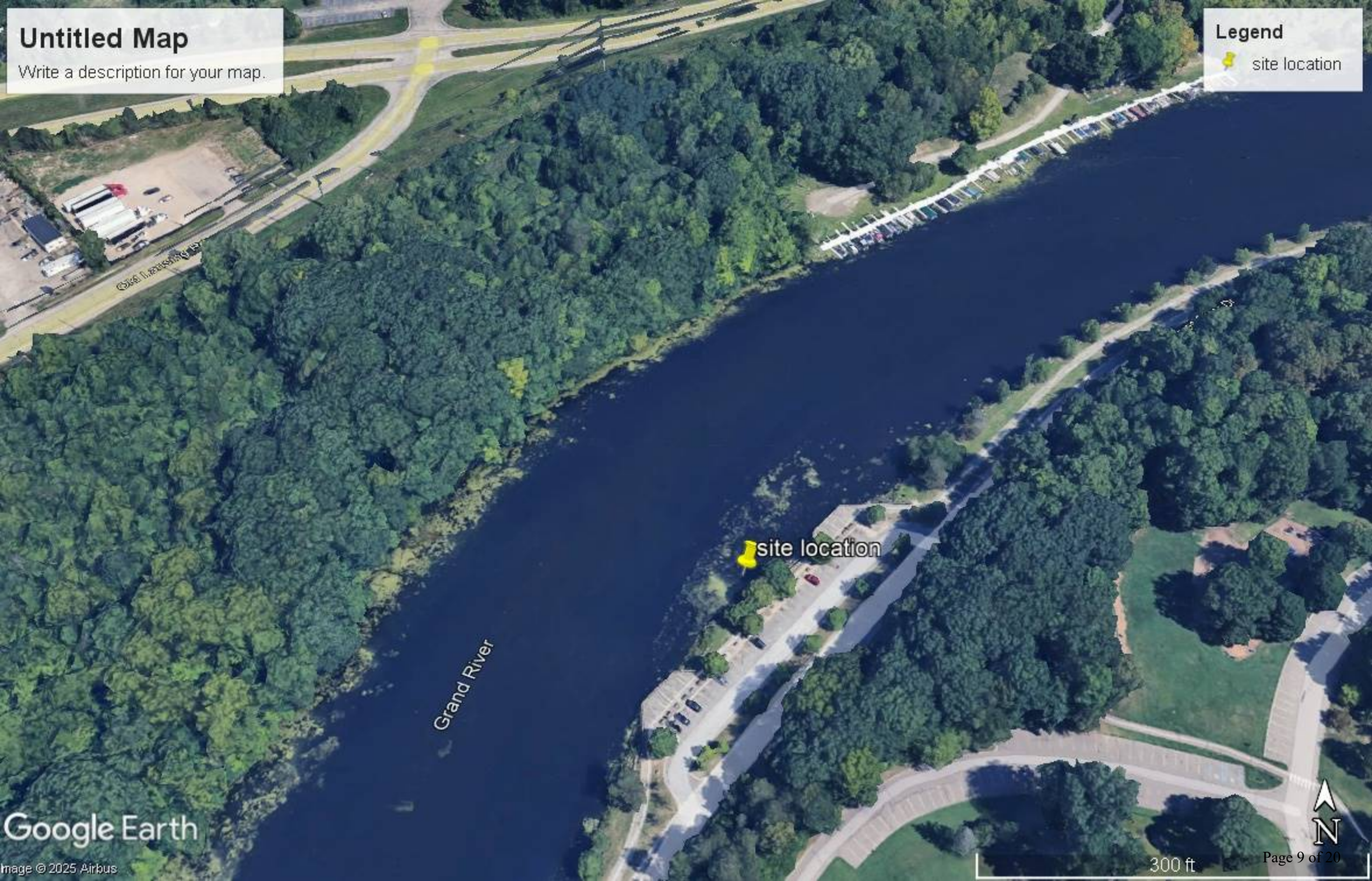
BE IT FINALLY RESOLVED, the Administration is authorized to receive the funds, create the necessary accounts, and make necessary transfers for administration in accordance with the requirements of the grantor, and execute any necessary documents or agreements subject to approval as to form by the City Attorney.

Untitled Map

Write a description for your map.

Legend

 site location



Grand River

site location



Michigan Natural Resources Trust Fund
Development Project Agreement

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between City of Lansing in the county of Ingham County, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act 21 of 2025, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Frances River Lot Improvements Project #: TF24-0013
Grant Amount: \$400,000.00 74% PROJECT TOTAL: \$541,000.00
Match Amount: \$141,000.00 26%
Start Date: Date of Execution by DEPARTMENT End Date: 10/31/2027

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 12/19/2025 or the Agreement may be cancelled by the DEPARTMENT. This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it. The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED [Signature]
By [Print Name]: Brett Kaschinske
Title: Director
Organization: City of Lansing

VARBEGGYV751
Unique Entity Identifier

CV0047783 CV0047783
SIGMA Vendor Number SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED
By:
Grants Section Manager
Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Brett Kaschinske/Director

Name/Title

City of Lansing, Parks and Recreation

Organization

200 N Foster Avenue

Address

Lansing, MI 48912

Address

517-483-4042

Telephone Number

brett.kaschinske@lansingmi.gov

E-mail Address

DEPARTMENT CONTACT

MNRTF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF24-0013** uploaded to MiGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **10/20/2025** through **10/31/2027**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
5. The words "project facilities" shall mean the following individual components, as further described in the application.
 - Access Pathway 5' - 6' wide
 - Fence
 - Landscaping
 - Overlook or Observation Deck
6. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Seventy-Four percent (74%) of Five Hundred and Forty-One Thousand dollars (\$541,000.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Four Hundred Thousand dollars (\$400,000.00)**.
 - b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Seventy-Four percent (74%)** of the eligible expenses

- incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
- ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **One Hundred and Forty-One Thousand dollars (\$141,000.00)** in local match. This sum represents **Twenty-Six percent (26%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all new utilities within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against

the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.

- f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2025** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 01/31/2028**. If the GRANTEE fails to submit a complete final request for reimbursement by **01/31/2028**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.
12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or

disability.

13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
- a. Received an exemption from the DEPARTMENT before the execution of this Agreement, and
 - b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
 - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
- a. The GRANTEE agrees that the project area or any portion thereof will not be converted to a use other than public outdoor recreation use without prior written approval of the DEPARTMENT and the BOARD. Any such action will require mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and equal or greater market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or
 - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or

- d. Require repayment of grant funds already paid to GRANTEE; and/or
- e. Require specific performance of the Agreement.

29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
31. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
33. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

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

Authorizing Michigan Natural Resources Trust Fund (MNRTF) Grant Funding

WHEREAS, the Parks and Recreation Department applied for grant funding through Michigan Natural Resources Trust Fund (MNRTF for grant cycle 2024); and

WHEREAS, MNRTF requires a resolution from the governing body of the applicant accepting the Project Agreement, acknowledging the requirements required within the Project Agreement; and

WHEREAS, the Parks and Recreation Director is recommending the City accept the Project Agreement for the following projects:

TF24-0013 Frances River Lot Improvements	\$400,000
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NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the acceptance of the Michigan Natural Resources Trust Fund for the above projects.

BE IT FINALLY RESOLVED that the City of Lansing, Michigan, does hereby accept the terms of the Project Agreement as received from the Michigan Department of Natural Resources and that the City of Lansing Parks and Recreation Department does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the projects during the project period and to provide funding approved with Resolution #2024-041 to match the grant authorized by the Department of Natural Resources.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the Department of Natural Resources for auditing at reasonable times.
3. To regulate the use of the property acquired and reserved under these Agreements to assure the use thereof by the public on equal and reasonable terms.
4. To comply with any and all terms of said Agreements including all terms not specifically set forth in the foregoing portions of this Resolution.



LANSING CITY COUNCIL

FY25 GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

PREFERRED REFERRAL DATE: - 10/07/2025
GRANT NAME: - The Great Bubble Barrier
GRANT AGENCY: - Meijer
ASSISTANCE LISTING (CDFA): - N/A
DEPARTMENT: - Parks and Recreation
CONTACT NAME: - Brett Kaschinske
CONTACT PHONE: - 517-483-4233
GRANT PERIOD START: - 10/07/2025
GRANT PERIOD END: - 10/07/2025
APPLICATION DATE: - 09/26/2025
AWARD DATE: - 10/01/2025
TOTAL AMOUNT: - \$ 300,000
ADMINISTRATIVE COST RECOVERY AMOUNT: -

SUMMARY OF GRANT PURPOSE AND ALLOWABLE USES:

A donation from Meijer to the city of Lansing in support of the engineering and design of project being called, "The Great Bubble Barrier". Which will be used for the collection of trash and plastics in the Grand River just south of the North Lansing Dam in Burchard Park.

This is for engineering and design to establish construction requirements and estimates.

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

WHEREAS, the City of Lansing has been offered a donation intended to support a development of a Great Bubble Barrier in the Grand River in the amount of a \$300,000 from Meijer; and

WHEREAS, the Parks and Recreation Department is requesting acceptance of the donation from Meijer; and

WHEREAS, the donation is intended to support the engineering and design of the Great Bubble Barrier which will be used to collect trash and plastics and support Meijer's commitment to serve as stewards of the Great Lakes and the Grand River; and

WHEREAS, the City of Lansing recognizes the importance of the project and has committed to implementing a scheduled plan for completion of the project with Limno Tech, subject to acceptance of the \$300,000 donation from Meijer; and

WHEREAS, the Administration and the City Council recognize the importance and need for safe healthy waterways for the community.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves acceptance of Meijer's \$300,000 donation to support the engineering and design of the Great Bubble Barrier in the Grand River.

BE IT FINALLY RESOLVED, the Administration is authorized to receive the funds, create the necessary accounts, and make necessary operating transfers for the expenditure and control of the balance of the received donation funds.