

**REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF LANSING, MICHIGAN**

**TONY BENAVIDES LANSING CITY COUNCIL CHAMBERS
LANSING CITY HALL, 10th FLOOR
124 W. MICHIGAN AVENUE**

September 8, 2025 at 7:00 PM



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 at the Tony Benavides Lansing City Council Chambers, 10th Floor, City Hall.

Roll Call

Roll Call

Meditation And Pledge Of Allegiance

Approval Of Printed Council Proceedings

1. August 25, 2025

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.)

Tabled Items

Special Ceremonies And Presentations

2. Presentation on Act-2-2025; Sale of City Property, Lot 57, and Brownfield Plan #89; Turner North Development 1400 block of Turner St.
3. Presentation on Payment in Lieu of Taxes (PILOT), Evergreen Townhomes, 900 Long Blvd. for workforce housing

Comments By Council Members And City Clerk

Community Event Announcements (Time, place, purpose, or definition of event – 1 minute limit)

Speaker Registration For Public Comment On Legislative Matters Legislative Matters consist of the following items on the agenda: Public Hearings (other than show cause hearings), Consent Agenda Items, Resolutions, Ordinances for Introduction, and Ordinances for Passage. Speakers at the meeting must sign up on BLUE form by the deadline announced by the City Clerk. Virtual Participation is available for Public Comment on Legislative Matters. Sign up by 30 minutes prior to the scheduled start time of the meeting using the following link:

<https://teams.microsoft.com/j/virtualevent/5a77d4ce-6cc7-494c-858a-6acd9144d6d7@87509dee-095b-4ff8-ba5a-0035cdfc715d>

Mayor's Comments

Show Cause Hearings

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 BLUE form.)

Sign up sheets

Scheduled Public Hearings

Council Consideration Of Legislative Matters

Referral Of Public Hearings

Consent Agenda

4. Tribute; in recognition of Stephanie Angel for her outstanding service to the Lansing State Journal, her contributions to the Greater Lansing community, and her remarkable career in journalism (PEND-4170)
5. Community Funding; Women's Center of Greater Lansing for their "Capital City Dragon Boat Race" (PEND-4167)
6. Social District; add MEntertainment Group, Inc. dba Grewal Hall, and M & S1 LLC, dba Jollof Afro Caribbean Lounge, to the Downtown Social District (PEND-4135)
7. Reappointment; Carol Skillings as an At-Large member of the Historic District Commission for a term to expire June 30, 2028 (PEND-4136)
8. Reappointment; Irene Iris Cotton as an At-Large member of the Board of Police Commissioners for a term to expire June 30, 2029 (PEND-4159)
9. Setting a Public Hearing on Act-2-2025; Sale of City Property, Lot 57, 1400 block of Turner St. (PEND-4148)
10. Setting a Public Hearing on Brownfield Plan #89; Turner North Development, 1400 block of Turner St. (PEND-4146)
11. Setting a Public Hearing on Special Assessment; Principal Shopping District 2025 Roll (PEND-4163)

Resolutions For Action

12. Lawsuit Settlement; Participation in the Sandoz Opioid Settlement Agreement (PEND-4132)
13. Lawsuit Settlement; Participation in the Purdue/Sackler Opioid Settlement Agreement and Michigan State-Subdivision Agreement (PEND-4161)
14. Lawsuit Settlement; Participation in the generic manufacturers Opioid Settlement Agreement and Michigan State-Subdivision Agreement (PEND-4162)

Reports From Council Committees

Ordinances For Introduction And Setting Of Public Hearings

15. Amending Chapter 206 to adjust the threshold for requiring bidding (PEND-4133)
16. Amending Chapter 887 to add Section 887.10, Payment in Lieu of Taxes (PILOT), Evergreen Townhomes, 900 Long Blvd. for workforce housing (PEND-4142)

Ordinances For Passage

17. Reconsideration and amendment to Ordinance 1339; Amending Chapter 206, Section 206.02, clarify most responsive and responsible bidder for construction bids (PEND-4069)

Speaker Registration For Public Comment On City Government Related Matters

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)

Item(s) from the Mayor re:

18. Reappointment; Mike Dombrowski as the 1st Ward member of the Park Board for a term to expire June 30, 2029 (PEND-4160)
19. Act-3-2025; Utility Easement, 2020 and 2600 E. Mount Hope Ave. for Consumers Energy (PEND-4168)
20. Sole Source Purchase; Human Relations and Community Service Department report of [OrbitBid.com](https://www.orbitbid.com) as the supplier of 50 Mod Pods
21. Sole Source Purchase; Public Service Department report of Tetra Tech of Lansing as consultant for the procurement of Solar Array (AC Side) Project at WWTP
22. Sole Source Purchase; Public Service Department report of System Specialties as the vendor for Three Valve Actuators
23. Sole Source Purchase; Police Department and Information Technology Department report of Leadsonline as the vendor for Real Time Crime Investigation Software
24. Sole Source Purchase; Police Department notification of LaFontaine Chrysler Dodge Ram of Lansing as the vendor for two vehicles for Special Operations and Violent Crime Teams

Communications and Petitions

25. Communications expressing concerns with Flock Cameras from Austin Burk, Matt DeMay, and Michael A. Mulholland
26. Communications regarding Evergreen Park Property formerly known as Autumn Ridge Apartments located at 900 Long Blvd from residents and the YMCA

Motion Of Excused Absence

Remarks By Council Members

Remarks By The Mayor Or Executive Assistant

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.)

Sign up sheets

Adjournment

A handwritten signature in black ink that reads "Chris Swope". The signature is written in a cursive, flowing style.

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 (TTY 711). 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation request.

LANSING CITY COUNCIL MEETING

DATE & TIME: 9/8/2025 7:00 PM

Starting Time 7:00

REGULAR MEETING: X

SPECIAL MEETING:

ATTENDANCE

COUNCIL MEMBER	PRESENT	ABSENT	ARRIVED
BROWN	☒	☐	_____
CARTER	☒	☐	_____
GARZA	☒	☐	_____
HUSSAIN	☒	☐	_____
JACKSON	☒	☐	_____
KOST	☒	☐	_____
PEHLIVANOGLU	☒	☐	_____
SPADAFORE	☒	☐	_____

MEDITATION IN MEMORY OF: Arlene Sharkey

PLEDGE LED BY: Kost

Adjournment Time 8:41PM.

CHRIS SWOPE
LANSING CITY CLERK



**Official Proceedings of the City Council
City of Lansing
August 25, 2025**

Tony Benavides Lansing City Council Chambers
Lansing, Michigan

The City Council of the City of Lansing met in regular session and was called to order at 7:15 p.m. by President Kost.

PRESENT: Council Members Brown, Carter, Garza, Hussain, Jackson, Kost, Pehlivanoglu, Spadafore

ABSENT: None

A quorum was present.

City Attorney Venker asked people to remember former City Attorney Jim Smiertka, who recently passed away, during the moment of Meditation. The Council observed a moment of Meditation followed by the Pledge of Allegiance led by President Kost.

Approval of Printed Council Proceedings

By Vice President Carter

To approve the printed Council Proceedings of August 11, 2025

Motion Carried

Special Ceremonies

Tribute; in recognition of Fred and Frances Erb for their contributions to the One Pastor One School Program.

Resolution #2025-202

By Council Members Brown, Carter, Garza, Hussain, Jackson, Kost, Pehlivanoglu, Spadafore
Resolved by the City Council of the City of Lansing

WHEREAS, the One Pastor One School Program was founded in 2002 through several local churches to identify the potential needs of underserved children within the Lansing School District; and

WHEREAS, Fred and Frances Erb did not have children of their own, but were inspired after learning about the children who were lacking the essential back to school supplies. Through a contribution to The Word Church which has since provided school supplies to thousands of children in Michigan to support equal educational opportunities; and

WHEREAS, their generous contribution and ongoing support from other donors have helped sustain this initiative for over 23 years; and

WHEREAS, although Fred and Frances Erb have passed away, their legacy continues to inspire and positively impact children in need. Benefiting underprivileged students by fostering confidence and respect in the school environment.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby, recognize and honor Fred and Frances Erb for the continued support through their contribution to the One Pastor One School Program.

By Council Member Kost

Motion Carried

Council Member Kost recognized Pastor Viol Trice who spoke in support of the tribute.

Comments by Council Members and the City Clerk

Council Member Pehlivanoglu spoke about the Lansing School District 5k race and commented on the Ore Creek Archery award ceremony, and the Eastside Summer Fest.

Council Member Hussain spoke about the upcoming constituent contact meeting for South-West Lansing and highlighted a restaurant on S. Martin Luther King Jr. Blvd.

Council Member Kost spoke about the Eastside Summer Fest.

Community Event Announcements

Nicklas Zande spoke about the Old Everett Neighborhood Association meeting.

Shirley Carter-Powell Spoke about the annual Michigan Chicken Wing Festival.

Speaker Registration for Public Comment on Legislative Matters

City Clerk Swope announced that the public comment registration form(s) for those intending to address Council on legislative matters will be collected and that only those persons who have fully completed the form(s) will be permitted to speak.

Mayor's Comments

Executive Assistant to Mayor Schor, Mark Lawrence, spoke about community conversation being hosted by the Human Relations and Community Advisory Board discussing the ModPods for unhoused persons.

Public Comment on Legislative Matters

Public Comment on Legislative Matters:

Shirley Carter-Powell spoke in support of the Community Funding for the Against All Odds 2025 Festival.

Nicklas Zande spoke about the long-term funding commitment for public safety, violence prevention, and intervention strategies across Michigan.

Dustin Howard spoke in support of the responsive and responsible bidder amendment.

Aaron Pangborn spoke in support of the responsive and responsible bidder amendment.

Ben Dodson spoke in support of the responsive and responsible bidder amendment.

Anthony Medina spoke in support of the responsive and responsible bidder amendment.

Elaina Plunkett spoke in support of the responsive and responsible bidder amendment.

Jimmy Chapman spoke in support of the responsive and responsible bidder amendment.

Derek Keesler spoke in support of the responsive and responsible bidder amendment.

Jacob Toomey spoke in support of the responsive and responsible bidder amendment.

Ken Kolp spoke in support of the responsive and responsible bidder amendment.

Tyler McCastle spoke in support of the responsive and responsible bidder amendment.

Linda Appling spoke about the City Council attendance ordinance amendment.

Clerk Swope acknowledged several written communications regarding the responsive and responsible bidder amendment.

Legislative Matters

Consent Agenda

By Vice President Carter

To approve all items on the Consent Agenda

Motion Carried

Resolution #2025-203

By the Committee of the Whole
Resolved by the City Council of the City of Lansing

WHEREAS, the City Clerk's Election Unit will be moving to the Lansing Elections Office (LEO) at 701 W. Jolly Rd.; and

WHEREAS, the Unitarian Universalist Church of Greater Lansing is not available as a Polling Place for the November 4, 2025 election.

NOW, THEREFORE, BE IT RESOLVED THAT the Lansing City Council adds the Lansing Elections Office (LEO), 701 W. Jolly Rd. as an Early Voting site

eligible to be used for any election.

BE IT FURTHER RESOLVED THAT Precincts 18 and 20 will vote at Parker Memorial Baptist Church for the November 4, 2025 City General Election.

BE IT FURTHER RESOLVED THAT the City Clerk shall notify the registered electors of affected precincts of the relocations.

BE IT FINALLY RESOLVED THAT the City Clerk shall work to ensure proper signage, to assist relocated voters in finding their Polling Place.

Adopted as part of the Consent Agenda

Resolution #2025-204

By the Committee of the Whole

Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing is the owner of real property commonly known as the "Lot 48 Richfield Park Sub" of North Cemetery (the "Property") located at E. Miller Rd, Lansing, Michigan and described as: 33-01-05-03-352-453 (Section 89.48'x188'x89.93'x188), INGHAM COUNTY, MICHIGAN.; and

WHEREAS, sale of the Property is in the best interest of the City because the City will no longer incur the expenses associated with maintaining the Property; and

WHEREAS, the electors of the City of Lansing on the August 2, 2022 ballot voted and approved to sell a portion of real property known as "Lot 48 Richfield Park Sub" of North Cemetery currently located southwest of the cemetery property at 845 E. Miller Rd. in Lansing; and

WHEREAS, the City published a Request for Proposal, RFP/23/026, to purchase the Lot 48 Richfield Park Sub" of North Cemetery on September 26, 2022 which generated one (1) proposal; and

WHEREAS, the Proposal was received from VMG Construction whose address is 6081 S. MLK Jr. Blvd. Lansing, Michigan, for purchase in the amount of Eighty Five Hundred Dollars (\$8,500.00), subject to the terms of the Request for Proposal. VMG cancelled prior to closing the date; and

WHEREAS, the City published a Request for Sale of Cemetery Property, S/25/079, Lot 48 Richfield Park Sub" of North Cemetery on March 31, 2025, which generated two bids, MI Building Partners LLC, Okemos, MI, with a bid of \$1,100 and VMG Construction LLC, Lansing, MI, with a bid of \$3,000; and

WHEREAS, the bid was received from VMG Construction whose address is 6081 S. MLK Jr. Blvd. Lansing, Michigan, for purchase in the amount of Three Thousand Dollars (\$3,000.00), subject to the terms of the Request for Sale of Cemetery Property. The proceeds from this sale will go towards upgrading North Cemetery; and

WHEREAS, the offer for this property was lower than the appraised value of Eight Thousand Dollars (\$8,000.00). The appraisal took place on August 9, 2021; and

NOW, THEREFORE, BE IT RESOLVED, The Lansing City Council approves the sale of the Property, legally described as: LOT 48 RICHFIELD PARK, A SUBDIVISION OF A PART OF THE SW 1/4 OF SECTION 3, CITY OF LANSING, COUNTY OF INGHAM, STATE OF MICHIGAN, SUBJECT TO ALL BUILDING, USE AND OTHER RESTRICTIONS OF RECORD for the sum of Three Thousand Dollars (\$3,000.00), to VMG Construction.

BE IT FINALLY RESOLVED, the Administration, on behalf of the City, is hereby authorized to sign and execute all documents, receive the funds, create the necessary accounts, and make necessary transfers for their administration in accordance with the requirements of the grantor to effectuate this transaction, subject to their prior approval as to content and form by the City Attorney.

Adopted as part of the Consent Agenda

Resolution #2025-205

By the Committee on City Operations

Resolved by the City Council of the City of Lansing

WHEREAS, Against All Odds requested \$500 to defray costs for a special event permit associated with their event, "2025 Michigan Chicken Wing Festival" to be held August 30, 2025; and

WHEREAS, the maximum total amount of Community Funding Account to be awarded to an organization in one fiscal year is \$500; and

WHEREAS, the Committee on City Operations met on August 21, 2025, reviewed the request, and approved \$500.

THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby approves an allocation from Community Funding Account to Against All Odds in the amount of \$500 to defray costs for a special event permit associated with their event "2025 Michigan Chicken Wing Festival" to be held on August 30, 2025.

BE IT FURTHER RESOLVED that the Mayor and the Finance Department shall process this request by charging \$500 to the Council Community Promotion Account – 101.112101.956289.

BE IT RESOLVED that Against All Odds shall submit a written analysis of the event, including information regarding the number of attendees, a detailed account as to contributors, funds received, expended and residual funds to the Lansing City Council within 60 days after the event.

Adopted as part of the Consent Agenda

Resolution #2025-206

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

WHEREAS, the Licensing and Enforcement Division of the Michigan Liquor Control Commission received a request from La Mulata Private Events LLC for a Transfer Ownership, escrowed 2025 Class C & SDM license; new Sunday Sales Permit (PM), Outdoor Service Area, Dance-Entertainment Permit and Extended Hours; and

WHEREAS, the applicant has applied for approval of the license pursuant to Chapter 830 of the Lansing Codified Ordinances, has paid the appropriate application fee, and has received all the required departmental approvals; and

WHEREAS, the Committee on City Operations met on August 21, 2025, and reviewed the request with affirmative action taken.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council hereby approves the request from La Mulata Private Events LLC for a Transfer Ownership, escrowed 2025 Class C & SDM license; new Sunday Sales Permit (PM), Outdoor Service Area, Dance-Entertainment Permit and Extended Hours at 5334 S. Martin Luther King Jr. Blvd.

Adopted as part of the Consent Agenda

Resolution #2025-207

By the Committee on Public Safety
Resolved by the City Council of the City of Lansing

Resolution in Support of House Bills 4260 AND 4261

WHEREAS, the safety and well-being of Lansing residents remain a top priority of the Lansing City Council, and addressing the root causes of violence is essential to building healthy, thriving communities; and

WHEREAS, violent crime continues to affect neighborhoods across Michigan, including in Lansing, and cities need sustained resources to support not only law enforcement, but also evidence-based violence prevention and intervention strategies; and

WHEREAS, House Bills 4260 and 4261 propose the creation of a dedicated Public Safety and Violence Prevention Fund, allocating \$115 million annually from existing sales tax revenues to fund a balanced and comprehensive approach to public safety; and

WHEREAS, the funding structure in these bills would provide local governments with critical resources for crime victim compensation, community-based violence intervention programs, law enforcement support, and strategies to improve violent crime clearance rates—thereby strengthening both justice and prevention outcomes; and

WHEREAS, improving clearance rates directly builds community trust and deters future crime, yet many local law enforcement agencies lack the capacity and resources to adequately investigate and resolve cases, particularly violent offenses; and

WHEREAS, these bills recognize that enhancing public safety is not solely about policing, but must also involve investments in prevention, intervention, and community engagement to reduce cycles of violence, trauma, and harm; and

WHEREAS, the funding made available through HB 4260 and HB 4261 would provide local governments such as the City of Lansing with flexible and direct support to deploy strategies tailored to our community's unique needs, while ensuring accountability and equity in distribution; and

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council strongly supports Michigan House Bills 4260 and 4261, and urges the Michigan Legislature to pass these bills into law to establish a long-term funding commitment for public safety, violence prevention, and intervention strategies across Michigan.

BE IT FURTHER RESOLVED, that the Lansing City Clerk is directed to transmit copies of this resolution to the Governor of Michigan, the Speaker of the Michigan House of Representatives, the Senate Majority Leader, and members of the Lansing delegation of the Michigan House of Representatives and Michigan Senate.

Adopted as part of the Consent Agenda

Ordinances for Passage

PASSAGE OF ORDINANCE

An Ordinance of the City of Lansing, Michigan, to amend the Lansing Codified Ordinances, Chapter 206, Section 206.02, to add Section 206.02(a)(1)l. to add to and clarify the criteria that shall be considered in determining the lowest and most responsive and responsible bidder in construction contracts, and to require a scoring program for non-monetary criteria to be established by Resolution of Council.

Was read a second time by its title and adopted by the following roll call vote:

Yeas: Council Members Brown, Carter, Garza, Hussain, Kost, Pehlivanoglu, Spadafore

Nays: Council Member Jackson

By Council Member Garza to give the Ordinance immediate effect

Motion Carried

Ordinance #1339

An Ordinance of the City of Lansing, Michigan, to amend the Lansing Codified Ordinances, Chapter 206, Section 206.02, to add Section 206.02(a)(1)I. to add to and clarify the criteria that shall be considered in determining the lowest and most responsive and responsible bidder in construction contracts, and to require a scoring program for non-monetary criteria to be established by Resolution of Council.

THE CITY OF LANSING ORDAINS:

Section 1. That the Code of Ordinances of Lansing, MI be and is hereby amended by amending Chapter 206, Section 206.02, and shall read as follows:

206.02. - Purchases in excess of \$15,000.00; competitive sealed bids required; authority of Mayor.

- (a) All supplies, service and construction items, except as otherwise provided below, when the estimated cost thereof equals or exceeds \$15,000.00, shall be purchased by formal written contract from the lowest and most responsible and responsive bidder after notice inviting competitive sealed bids.
- (1) The Director shall provide for the procurement of competitive sealed bids as follows:
- A. An invitation for bids describing the requirements of the using agency shall be prepared.
 - B. The invitation for bids shall be publicized by advertising at least once, in a newspaper of general circulation in the City, not less than five days preceding the last day set for the receipt of competitive sealed bids. In addition, the Director is encouraged to place the invitation for bids in any appropriate trade journals, professional publications or other appropriate publication, in order to encourage as much competition as possible.
The newspaper notice required herein shall include a general description of the supplies, services or construction items to be purchased or sold and in addition shall state where bid blanks and specifications may be obtained, the date, time and place for the filing and opening of bids, whether or not bid, performance or payment bonds are required and, if required, the amounts thereof, and anything else the Director may feel is necessary.
 - C. Sealed bids shall also be solicited from all persons who are on the most current bidder's list by mailing them a copy of such newspaper notice or another notice that will acquaint them with the proposed purchase or sale. Invitations for bids sent to prospective bidders on the bidder's list shall be limited to commodities that are similar in character and ordinarily handled by the trade group to which the bid invitations are sent. Failure to respond to three consecutive bid invitations shall result in removal from the bidder's list for one year. After one year, the potential bidder may reapply to be placed upon the bidder's list.
 - D. Bids submitted in response to the invitation for bids shall be submitted sealed and, in addition, shall be identified as bids on the outside of the envelopes and shall be accompanied by affidavits, where applicable, in such form and covering such matters as the Director approves, together with any bid security required.
 - E. Bids shall be opened publicly at the time, place and date designated in the invitation for bids. Each bid, together with the name of the bidder, shall be recorded and the tabulation of all bids received shall be available for public inspection in the Finance Department.
 - F. An invitation for bids may be cancelled, or any or all bids or proposals may be rejected, in whole or in part, as specified in the invitation for bids, when such rejection or cancellation is determined by the Director to be in the best interests of the City.
 - G. The Director shall not knowingly accept the bid of a person who is in default in the payment of any taxes, licenses, fees, permits or any other moneys due the City or who is in any other respects disqualified according to any Federal or State law or any Municipal ordinance provision. A contract with a person who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable.
 - H. The Director shall determine and recommend in writing to the Mayor the name of the lowest and most responsible and responsive bidder. In reaching a determination as to who the lowest and most responsible and responsive bidder is, the Director shall consider:
 1. The ability, capacity and skill of the bidder to perform the contract or provide the service or supplies required;
 2. Whether or not the bidder can perform the contract or provide the service or supplies promptly or within the time specified, without delay or interference;
 3. The character, integrity, reputation, judgment, experience and efficiency of the bidder in business;
 4. The quality of performance and time of completion by the bidder of previous contracts or services;
 5. The previous and existing compliance by the bidder with laws and ordinances relating to contract performance;
 6. The sufficiency of the financial resources, equipment and personnel resources and the ability of the bidder to satisfactorily perform the contract or provide the services or supplies;
 7. The quality, availability and adaptability of the supplies or services to the particular use required;
 8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 9. The number and scope of any additional, limiting or qualifying conditions attached to the bid by the bidder; and
 10. Whether the supplies are recyclable, biodegradable or otherwise compatible with environmental concerns.
 The failure of a bidder to promptly supply information in connection with an inquiry from the Director with respect to any of the provisions enumerated herein may be grounds for a determination of nonresponsibility with respect to such bidder.
 - I. **When using public funds for construction work, especially those involving skilled trade workers, the City acknowledges that the best value and lowest overall cost is most often achieved through quality work done by a responsive and responsible bidder, rather than simply the lowest bidder. In reviewing such bids the Director shall request of bidders and consider the following additional criteria.**
 1. **Relating to Section 206.02(a)(1)H.1., the ability, capacity, and skill of the bidder to perform the contract or provide the service or supplies required:**
 - (i) Documentation that the bidder and any subcontractor(s) participates in an apprenticeship program that is registered

- with the United States Department of Labor (USDOL) Office of Apprenticeship or by a State Apprenticeship Agency recognized by the USDOL Office of Apprenticeship;
- (ii) Evidence of the bidder's safety program and evidence of a safety-training program for employees and any subcontractor(s) addressing potential hazards of the proposed job site, including an authorized 10-hour U.S. Department of Labor - Occupational Safety and Health Administration (OSHA) construction safety course for all construction craft laborers to be employed at the site of work; and
 - (iii) Copies of any documented violations by the bidder and any subcontractor(s) for the past 3 years, and the bidder's corrective actions as a result of inspections conducted by the Michigan Occupational Safety and Health Administration (MIOSHA), OSHA, or any other applicable safety agency.
2. Relating to Section 206.02(a)(1)H.3., the character, integrity, reputation, judgment, experience and efficiency of the bidder in business:
 - (i) Evidence the bidder offers employer-sponsored healthcare benefits to employees;
 - (ii) Evidence the bidder offers structured retirement plans, including pension or other employer provided plans;
 - (iii) Evidence the bidder provides other fringe benefits such as non-mandatory paid leave, life insurance, and disability insurance to employees; and
 - (iv) Evidence the bidder pays prevailing wage consistent with this Chapter on all jobs, not just those jobs required to be paid at prevailing by this Chapter.
 3. Relating to Section 206.02(a)(1)H.5., the previous and existing compliance by the bidder with laws and ordinances relating to contract performance:
 - (i) Compliance with state and local licensing and permitting requirements, as applicable; and
 - (ii) Evidence the bidder properly classifies employees on jobsites as demonstrated by the utilization of 1099 workers compared to W-2 employees on current and past jobs, relative to other bidders for the contract.
- The City Council by resolution shall create a scoring system with points for each of the considerations described in this subsection and Section 206.02(a)(1)H., and shall forward it to the Mayor and Director for use in reviewing bidders for contracts that involve construction work.

- (2) The Mayor, upon receipt of the Director's written bid recommendation, shall have the sole responsibility and the authority to award any City contract for supplies, services or construction when the contract amount is equal to or exceeds \$15,000.00. When the award is not given to the lowest bidder, a written statement of the reasons for placing the award with a responsible and responsive bidder who is not the lowest bidder shall be prepared by the Mayor and filed with the City Clerk and Council and with the other papers relating to the bid at the time the transaction is made. The written statement shall be available for public inspection in the Finance Department.

(b) No contract or purchase shall be subdivided to avoid the requirements of this section.

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

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

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council, and shall expire December 31, 2034.

PASSAGE OF ORDINANCE

An Ordinance of the City of Lansing, Michigan, to Amend the Lansing Codified Ordinances amending Chapter 1610, Section 1610.01 by updating the International Fire Code (IFC) and standards (adopted by reference) from the 2018 IFC to the 2021 IFC and amending Section 1610.02 by renumbering IFC section to the 2021 code.

Was read a second time by its title and adopted by the following roll call vote:

Yeas: Council Members Brown, Carter, Garza, Hussain, Jackson, Kost, Pehlivanoglu, Spadafore

Nays: None

By Council Member Pehlivanoglu to give the Ordinance immediate effect

Motion Carried

Ordinance #1340

An Ordinance of the City of Lansing, Michigan, to amend the Lansing Codified Ordinances by amending Chapter 1610, Section 1610.01 by updating the International Fire Code (IFC) and standards (adopted by reference) from the 2018 IFC to the 2021 IFC and amending Section 1610.02 by renumbering IFC section to the 2021 code.

The City of Lansing ordains:

Section 1. That Chapter 1610 – Uniform Fire Code, Section 1610.01 – Adoption of the International Fire Code, of the Codified Ordinances of the City of Lansing, Michigan, be and is hereby amended to read as follows:

1610.01. - Adoption of **2021** 2048 International Fire Code.

(a) For the purpose of establishing the minimum requirements consistent with nationally Recognized good practice for providing a reasonable level of life safety and property protection from the hazards of fire, explosion, or dangerous conditions in new and existing buildings, structures, and premises and to provide safety to firefighters and emergency responders during emergency operations, the City hereby adopts the **2021** 2048 International Fire Code, including Appendices B, C, D, E, F, G, H, I, and N published by the International Code Council, Inc. with the additions, deletions, and revisions contained in this chapter.

A copy of this Code is on file in the Office of the City Clerk.

(b) References throughout these Codified Ordinances to the International Fire Code shall be deemed to mean the International Fire Code adopted in subsection (a) and it may be so cited. References throughout these Codified Ordinances to the Fire Prevention Code of the City of Lansing shall be synonymous with this International Fire Code, including its amendments adopted herein.

(c) Unless otherwise expressly provided, in the event of a conflict between any of the provisions of the International Fire Code, herein adopted, and a provision of this chapter, or any other provision of these Codified Ordinances, or any other local ordinance, resolution, rule or regulation, the local provision shall control. In the event of a conflict between any of the provisions of the International Fire Code, herein adopted, and State law, including rules and regulations promulgated pursuant to State law, the State law shall control. In the event of a conflict between any of the provisions of the International Fire Code, herein adopted, and a provision of any other standard technical code adopted by reference by the City of Lansing, the stricter or higher standard shall control.

(d) The readoption of the fire code by adoption of the 2021 International Fire Code shall not be construed to affect the right or liability accrued or incurred under any legislative provision prior to the effective date of such readoption, or an action or preceding for the enforcement of such right or liability. Such readoption shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefore. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purpose of revision and codification.

(e) Any violation of any of the provisions of this chapter shall be deemed a public nuisance and may be abated by any court of competent jurisdiction. This remedy shall be in addition to the penalty provided in Section 1610.99.

1610.02. - Amendments.

I.F.C. Section 102.7 Referenced Codes and Standards is hereby amended by including the following language:

The codes and standards referenced in this code shall be those that are listed in Chapter 80 47 and such codes and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. This code and standards referenced in this code shall be the most recently published edition or version. Where differences occur between the provisions of this code and the referenced standards, the provisions of this code shall apply.

I.F.C. Section 111 409 Board of Appeals is hereby deleted and replaced with the following language:

Appeals

The Board of Appeals for appeals made under the Fire Prevention Code of the City of Lansing shall be the Building Board of Appeals established in Section 113 the Michigan Building Code adopted in Section 1420.01 of the Codified Ordinances of Lansing. The Board shall determine the suitability of alternative materials and the type of construction and provide reasonable interpretations of the provisions of this code. The Board shall render all decisions and findings in writing to the Fire Chief, with a duplicate copy to the appellant, and may recommend to the executive body such new legislation for engaging in the following activities, operations, practices or functions:

- (1) *Fire suppression systems.* To design, install, modify, test, service and maintain any and all fire suppression systems in accordance with any and all codes that apply to this installation.
- (2) *Fire alarm systems.* To design, install, modify, test, service and maintain any and all fire alarm systems in accordance with any and all codes that apply to this installation.
- (3) *Open burning.* To ignite or burn material of any type on private land or on publicly owned or controlled land, except as provided in this code.
- (4) *Fireworks.* To conduct a public display or to use for agricultural or pest control purposes as permitted by State law.

I.F.C. Section 112.4 110.4 Violation Penalties is hereby deleted in its entirety.

I.F.C. Section 113.4 112.4 Failure to Comply is added to read as follows:

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition shall be subject to the penalties codified in Section 1610.99 of this code.

I.F.C. Section 503 Fire Apparatus Access Roads ~~*Fire apparatus access roads*~~ is hereby added as follows:

- (1) *Authority.* The Fire Department may establish fire apparatus access roads on both public and private property within the City. The following criteria shall be used in determining the necessity of fire apparatus access roads:
 - (a) Fire apparatus access roads shall be established as deemed necessary.
 - (b) The necessity of access from public thoroughfares shall be considered when establishing fire apparatus access roads.
 - (c) The necessity of traffic lanes that are free from parked vehicles, both to and around affected establishments, and that are capable of handling City fire vehicles, shall also be considered.

This determination shall be made whenever the Fire Department deems that such lanes are necessary for the safety of occupants and property of such establishments or when, after being petitioned by a private landowner to have fire apparatus access roads established on his or her property, the Fire Department declares fire apparatus access roads necessary thereon in accordance with the above criteria. The Fire Chief or his or her designee shall notify the landowner of any such property whereon fire apparatus access roads are established, by mailing notice of the same to the address of the owner as identified in the records of the City Assessor.

- (2) *Records.* The Fire Department shall keep an accurate up to date record of all fire apparatus access roads established within the City.
- (3) *Signs.* All fire apparatus access roads shall be conspicuously posted with uniform fire apparatus access road signs prescribed by the Fire Chief or his or her designee and erected not more than 100 feet apart in all areas designated as fire apparatus access roads. The erection and maintenance of such signs shall be the responsibility of the property owner. Any owner who, upon notification that a fire apparatus access road has been established on his or her property and within thirty days thereof, fails to erect uniform fire apparatus access road signs, shall be in violation of this section and subject to the penalty provided in Section 1610.99 of the Codified Ordinances of the City. Further, when such signs are not erected within 30 days of notification, Council may direct such signs to be erected, and the cost thereof assessed against the property on the next general assessment roll of the City.
- (4) *Permitted parking.* The Fire Chief or his or her designee may grant permission for parking of certain vehicles, objects or trailers in designated fire apparatus access roads for limited periods where such parking will not interfere with the use of the fire apparatus access road by emergency vehicles. Whenever such permission is granted, a record of the same shall be kept by the Fire Department. In conjunction with such permission, the Fire Department shall furnish a sign to be posted conspicuously on the vehicle, object or trailer stating that permission to so park has been granted and stating the duration that it may remain so parked.

- (5) *Guidelines for fire apparatus access roads at construction sites.* The Fire Chief or his or her designee shall establish guidelines for use by the Building Safety Division in determining the need for fire apparatus access roads at all new construction sites and at sites where existing structures are being modified. These guidelines shall include minimum dimensions for such fire apparatus access roads so as to provide adequate maneuverability for City fire vehicles. The Fire Department shall make a final check of all plans for such building or alteration upon submission of the same by the Building

Safety Division. The Fire Department shall either approve or reject such plans within 20 days of such submission and, if rejected, shall state the reasons for the same. After rejection, such plans may be resubmitted for approval after the necessary changes have been made.

(6) *Removal of vehicles, etc., from fire apparatus access roads.* When any member of the Fire department or the Police Department observes any vehicle, trailer or other object parked in a fire apparatus access road as herein established, and such vehicle, trailer or other object is not in such fire apparatus access road under authority of subsection (4) hereof, he or she shall remove such vehicle, trailer or other object or cause the same to be removed at the expense of the owner. If any vehicle, trailer or other object is so located within a fire apparatus access road at a time the Fire Department is responding to an alarm which necessitates use of such fire apparatus access road, then any member of the Police Department or the Fire Department may move such vehicle, trailer or other object or cause the same to be moved by any means possible without liability for damage.

(7) *Prohibited parking; citations.*

(a) No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a law enforcement officer, fire-fighter or traffic control device, within 15 feet of a fire hydrant.

(b) No person shall stop, stand or park a vehicle, whether occupied or not, in an area designated as a fire apparatus access road, on public or private property, except when necessary to avoid conflict with other traffic or at the direction of a law enforcement officer, fire-fighter or traffic control device.

(c) The Fire Marshal and other members of the Fire Department shall have the power and authority to issue uniform traffic citations for a violation of any of the provisions of this section pursuant to Section 257.675d of the Michigan Motor Vehicle Code.

(8) *Appeals.* Notwithstanding the provisions of Section 111 409 of this code, the following shall be the method of appeal from any decision of the Building Board of Appeals as it may pertain to this section:

If any land owner is aggrieved by any decision as to the establishment of fire apparatus access roads, he or she shall, within 30 days of the date of mailing of the fire apparatus access road establishment notice as provided for in subsection (c) hereof, or within 30 days of the denial of a petition to establish a fire apparatus access road, file with the Board of Appeals a written exception to such decision, together with his or her reasons for the same. During the next scheduled meeting of the Board of Appeals, or a special meeting set for hearing the exception, it shall, after consideration of the reasons for the exception, affirm, modify or rescind its original decision.

I.F.C. Section 605.8 603.8 Incinerators is hereby deleted and a new section **605.8 603.8** is added

as follows:

Incinerators

(1) *General.* Free-standing noncommercial incinerators not connected to buildings are not permitted. Permitted incinerators shall be in accordance with other governing agencies' requirements regulating emissions. For other requirements, see the Michigan Building Code, as adopted in Section 1420.01 of the Codified Ordinances of the City of Lansing, and the Michigan Mechanical Code, as adopted in Section 1426.01 of the Codified Ordinances of Lansing.

(2) *Maintenance.* Incinerators shall be maintained in good condition at all times.

(3) *Discontinuance.* The Fire Chief and his or her designee authorized to require incinerator use to be immediately discontinued if the Fire Chief or his or her designee determines that smoke emissions are offensive to the occupants of surrounding property or if the use of the incinerator is determined by the Chief or his or her designee to constitute a hazardous condition.

I.F.C. Section 907.2.13 907.2.12 High Rise buildings is hereby amended to include the following:

This section shall include the adopted State of Michigan Bureau of Construction Codes Amendments to the International Building Code.

I.F.C. Section 905.12 905.11 Existing Buildings is hereby deleted in its entirety.

I.F.C. Section 5504.3.1.1.3 5504.3.1.1.4 Location is hereby deleted and a new section **5504.3.1.1.3**

5504.3.1.1.4 is added as follows:

Stationary containers shall be located in accordance with section **5504.3.1.1.3 55.4.3.4**

Containers of cryogenic fluids shall not be located within diked areas containing other hazardous materials. The geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited are to be determined by the Fire Chief or his or her designee in accordance with NFPA 30 Flammable and Combustible Liquids Code, Department of Environmental Quality *Michigan Department of Environment, Great Lakes, and Energy (EGLE)*, sections **5504.3.1.1- 5504.3.1.1.5**, ~~5504.3.1.1.1 5504.3.1.1.5~~ **Table 5504.3.1.1**, and any other applicable code or standard recognized by the Fire Chief or his or her designee.

I.F.C. Section 5704.2.9.6.1 3404.2.9.6.1 Locations Where Above-ground Tanks are Prohibited is hereby deleted and a new section **5704.2.9.6.1 3404.2.9.6.1** is added as follows:

The geographic limits in which the storage of class I and class II liquids in above-ground tanks outside of buildings is prohibited is to be determined by the Fire Chief or his or her designee in accordance with NFPA 30 Flammable and Combustible Liquids Code, Department of Environmental Quality, and any other applicable code or standard recognized by the Fire Chief or his or her designee.

I.F.C. Section 5706.2.4.4 3406.2.4.4 Locations Where Above-ground Tanks are Prohibited is hereby deleted and a new section **5706.2.4.4 3406.2.4.4** is added as follows:

The geographic limits in which the storage of class I and class II liquids in above-ground tanks is prohibited are to be determined by the Fire Chief or his or her designee in accordance with NFPA 30 Flammable and Combustible Liquids Code, Department of Environmental Quality, and any other applicable code or standard recognized by the Fire Chief or his or her designee.

I.F.C. Section 6104.2 3804.2 Maximum Capacity Within Established Limits is hereby deleted and a new section **6104.2 3804.2** is added as follows:

The geographic limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas is to be determined by the Fire Chief or his or her designee in accordance with NFPA 58, the Liquefied Petroleum Gas Code, the Michigan Mechanical Code, and any other applicable code or standard recognized by the Fire Chief or his or her designee. The aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7,570 liters).

Exception: In particular installations, this capacity limit shall be determined by the Fire Chief or his or her designee, after consideration of special features such as topographical conditions, nature of occupancy, and proximity to buildings, capacity of proposed containers, degree of fire protection to be provided and capabilities of the local fire department.

~~Sections 1101-1105 are deleted and replaced with the following language:~~

~~Construction requirements for existing buildings shall meet the requirements of the Michigan Building Code adopted in Chapter 1420.~~

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

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

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council and shall expire on **December 31, 2034**.

Resolutions**Resolution #2025-208**

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

WHEREAS, the Lansing City Council recently adopted Ordinance #1339, adding to the codified ordinances subsection 206.02(1)(a)I.; and

WHEREAS, newly created subsection 206.02(1)(a)I. requires that the Council by resolution create a scoring system with points for each of the considerations described in that subsection and subsection 206.02(a)(1)H., and forward it to the Administration for use in reviewing bidders for contracts that involve construction work; and

WHEREAS, the Council has reviewed the conditions and considered the appropriate allocation of points to be made for those non-monetary considerations, as well as the monetary considerations, when reviewing bidders for contracts that involve construction work.

NOW THEREFORE BE IT RESOLVED that the scoring system attached to and incorporated as part of this Resolution is adopted; and

BE IT FINALLY RESOLVED that the scoring system as adopted shall be transmitted to the Mayor and Purchasing Director for use in review of all bidders for contracts that involve construction work.

By Council Member Garza

Motion Carried

Ordinances for Passage**PASSAGE OF ORDINANCE**

An ordinance of the City of Lansing, Michigan, to amend the Lansing Codified Ordinances, Chapter 210, to add Section 210.06, to provide censure, penalties, and forfeiture of office for nonattendance of Council members at meetings, pursuant to the authority in Section 3-204 of the City Charter.

Was read a second time by its title.

By Council Member Carter to recommit the Ordinance.

Motion failed by the following roll call vote:

Yeas: Council Members Brown, Carter, Jackson

Nays: Council Members Garza, Hussain, Kost, Pehlivanoglu, Spadafore

The Ordinance was adopted by the following roll call:

Yeas: Council Members Garza, Hussain, Jackson, Kost, Pehlivanoglu, Spadafore

Nays: Council Members Carter, Brown

Ordinance #1341

An ordinance of the City of Lansing, Michigan, to amend the Lansing Codified Ordinances, Chapter 210, to add Section 210.06, to provide censure, penalties, and forfeiture of office for nonattendance of Council members at meetings, pursuant to the authority in Section 3-204 of the City Charter.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 210, Section 210.06, of the Codified Ordinances of the City of Lansing, Michigan, be and are hereby amended to read as follows:

210.06 Penalties for nonattendance at Council and Council Committee Meetings.

(a) As used in this section:

Council Meeting means a regularly scheduled Council meeting as provided in Section 3-201 of the City Charter or a special Council meeting called as provided in Section 3-202 of the City Charter.

Committee Meeting means a regular or special meeting of a standing committee of the Council, as provided for by Section 3-102.5 of the City Charter and the Rules of Council, or of a special or adhoc committee of the Council that is limited in time and purpose, as provided for by Section 3-102.4 of the City Charter.

Absent means the failure of a Council member to be physically present and in attendance at the time of the meeting roll call and whose absence is not an excused absence before the completion of the meeting, as provided in Rules of Council pertaining to the Order of Business, or by the completion of the next regular meeting.

Excused Absence means an absence excused under Rules of Council for a reason acceptable to the Council, which may include, but

is not limited to, illness, family emergency, vacation, jury duty, bereavement, or weather danger. When determining whether to excuse an absence, the Council may also consider how much notice was provided by the Council Member in advance of the absence, but the Council Member must provide notice at least one hour prior any scheduled meeting except in the event of a health or safety emergency.

(b) Penalties for absences at Council Meetings: During a calendar year (beginning January 1st and ending on December 31st each year), a Council Member may not be absent from a Council Meeting. The penalties for a Council Member's absence at a Council Meeting are as follows:

(1) For the first absence, a written warning is provided by the City Clerk to the Council member.

(2) For a second absence, a council member may be censured by council resolution at a regular council meeting within 60 days after the second absence occurs.

(3) For a third or any subsequent absence, the Council member may be required by resolution to pay a fine to the City in an amount equal to the Council member's salary, divided by 26, for each absent Council meeting. Failure to pay the fine imposed within 60 days of the resolution shall be a default under Section 2-103.2 of the City Charter.

(4) A Council member, who is absent for five consecutive Council meetings, shall be subject to forfeiture of the member's elective office as provided in Section 2-302 of the City Charter.

(c) Penalties for absences at Council Committee Meetings: During a calendar year (beginning January 1st and ending on December 31st each year), a Council Member may not be absent from a Committee Meeting for a regular, special, or ad hoc committee that member has been assigned to. The penalties for a Council Member's absence at Committee Meetings are as follows:

(1) For the first absence, a written warning is provided by the City Council Office Manager to the Council member.

(2) For a second absence, a council member may be censured by council resolution at a regular council meeting within 60 days after the second absence occurs.

(3) For a third or any subsequent absence, the Council member may be required by resolution to pay a fine of \$100. Failure to pay the fine imposed within 60 days of the resolution shall be a default under Section 2-103.2 of the City Charter.

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

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

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council, and shall expire December 31, 2034.

Speaker Registration for Public Comment on City Government Related Matters

City Clerk Swope announced that the public comment registration form(s) for those intending to address Council on City government matters will be collected and that only those persons who have fully completed the form(s) will be permitted to speak.

Reports From City Officers, Boards, and Commissions; Communications and Petitions; and Other City Related Matters

By Vice President Carter that all items be considered as being read in full and that President Kost make the appropriate referrals

Motion Carried

- Reports from City Officers, Boards and Commissions:

Item(s) from the City Clerk re:

Minutes of Boards and Commissions placed on file in the Clerk's Office

Placed on File

Board of Ethics Rules of Procedures

Referred to the Committee of the Whole

Item(s) from the Mayor re:

Reappointment; Irene Iris Cotton as an At-Large member of the Board of Police Commissioners for a term to expire June 30, 2029

Referred to the Committee on Public Safety

Social District; add MIEntertainment Group, Inc. dba Grewal Hall, and M & S1 LLC, dba Jollof Afro Caribbean Lounge, to the Downtown Social District

Referred to the Committee on City Operations

Special Assessment; Principal Shopping District 2025 Roll

Referred to the Committee of the Whole

Setting a Public Hearing on Special Assessment; Principal Shopping District

Referred to the Committee of the Whole

Lawsuit Settlement; Participation in the Sandoz Opioid Settlement

Referred to the Committee of the Whole

Lawsuit Settlement; Participation in the Purdue/Sackler Opioid Settlement Agreement and Michigan State-Subdivision Agreement

Referred to the Committee of the Whole

Lawsuit Settlement; Participation in the generic manufacturers Opioid Settlement Agreement and Michigan State-Subdivision Agreement
Referred to the Committee of the Whole

Amending Chapter 206 to adjust the threshold for requiring bidding
Referred to the Committee on Ways and Means and to the Internal Auditor

Setting a Public Hearing on Amending Chapter 206 to adjust the threshold for requiring bidding (PEND-4133)
Referred to the Committee on Ways and Means and to the Internal Auditor

Item(s) from the Board of Public Service re:
Board of Public Service Budget Priorities for Fiscal Year 2026-2027
Referred to the Committee on City Operations

- Communications and Petitions, and Other City Related Matters:

Letter from Alesia Flowers regarding Orders to Make Safe or Demolish at 108 S. Martin Luther King Jr. Blvd. and 1300 W. Maple St
Placed on File

Communication from Donald Stouffer opposing the ordinance establishing the City as the provider of all curbside solid waste collection
Referred to the Committee on Public Safety / Placed on File

Communication from Ian regarding various legislative matters
Placed on file

Public Comment on City Government Related Matters

Aleisa Flowers spoke about the orders to Make Safe or Demolish at 108 S. Martin Luther King Jr. Blvd. and 1300 W. Maple St.

Tracy Edmond spoke about the orders to Make Safe or Demolish at 108 S. Martin Luther King Jr. Blvd. and 1300 W. Maple St.

Nicklas Zande advocated for a community center in Ward 2.

Shawn Brock spoke about city leadership.

Ivan Droste spoke about the ordinance establishing the City as the provider of all curbside solid waste collection and the Mod pods for unhoused persons.

Loretta Stanaway spoke about various City matters.

Linda Appling spoke about the ordinance establishing the City as the provider of all curbside solid waste collection.

Cheryl Brand spoke about the ordinance establishing the City as the provider of all curbside solid waste collection and the Mod pods for unhoused persons.

Michael Gorishek spoke about the homeless encampment near Dietrich Park.

Farhan Sheikh-Omar spoke about the most responsible bidder ordinance.

Darren spoke about the homeless encampment near Dietrich Park.

Adjourned Time 9:36 P.M.

Chris Swope, City Clerk

You will not be called to speak unless all required blanks on this form are completed.



Public Comment on Legislative Matters Registration

*The City of Lansing welcomes and encourages public comment relating to City Legislative Matters. In order to facilitate public input, you **MUST** complete this card and submit it to the City Clerk or City Clerk Staff prior the close of registration as announced by the City Clerk.*

*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*.*

Agenda Item Number(s) or Description(s) #8 and #9 Board Appointments

Name (print) Nicklas Zahnd E-Mail (optional) ahwzahnd@gmail.com

Address (street, city, zip) 4711 W Willard Ave Lansing MI 48910

Company or organization represented, etc. (if applicable) OENA

Signature Nicklas Zahnd Pronouns he/him

- Public speakers will be called by the City Clerk. When the City Clerk recognizes you, please proceed to the speaker's podium and speak directly and clearly into the microphone. Do not touch the microphone.
- Direct your comments to the Council President.
- No speaker called upon to speak shall by speech or conduct disturb, disrupt, delay, interfere with, or otherwise impede the orderly conduct of the Council meeting.
- No personal attacks or defamatory remarks towards any person will be permitted.
- Questions raised during public comment may or may not be answered by the President, another Council Member, the Mayor, or member of the City Staff during the meeting.
- Time limit to address the council on legislative matters is **3 Minutes***.
- Spokespersons for a group or shared viewpoint are encouraged; however, a speaker's time limit may not be increased through assignment of someone else's time or opportunity to speak.
- No registrations will be accepted after the deadline as announced by the City Clerk.
- If you wish to submit written materials, please provide them to the City Clerk or City Clerk staff along with this form.
- The City Council conducts its open meetings in an orderly manner in accordance with the Open Meetings Act. Council meetings will not be conducted as interactive forums or "town meetings."

Thank you for your involvement and interest in our City,
Chris Swope, Lansing City Clerk, MiPMC / MMC

* *The Presiding Officer may reduce the amount of time for each speaker if he or she determines that the number of registered speakers is so numerous that the meeting cannot be timely concluded without a reduction in the time allocated for each speaker.*

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.

Resolution #2025-209

By Council Members Brown, Carter, Garza, Hussain, Jackson, Kost, Pehlivanoglu, Spadafore
Resolved by the City Council of the City of Lansing

WHEREAS, Stephanie Angel has dedicated over 35 years to the field of journalism, serving as a trusted leader, mentor, and storyteller who has elevated the role of community journalism in Michigan; and

WHEREAS, for the past 27 years with the Lansing State Journal, Stephanie has faithfully served the residents of Greater Lansing, most recently as Executive Editor, where she has been responsible for ensuring the delivery of accurate, timely, and meaningful news and information; and

WHEREAS, throughout her career, Stephanie has been a champion of community voices, with a particular commitment to lifting up underserved populations, supporting civic endeavors, and ensuring that the Lansing State Journal remained a platform for dialogue and accountability; and

WHEREAS, under her leadership, the Lansing State Journal newsroom has navigated challenges and transformations in the news industry, while remaining focused on the mission of informing, encouraging, and empowering individuals and the community; and

WHEREAS, Stephanie has earned the respect and admiration of colleagues, civic leaders, and residents alike, not only for her professional integrity and dedication but also for her commitment to supporting her team of journalists in their pursuit of excellence; and

WHEREAS, outside of her professional life, Stephanie has found joy in running, biking, reading, and proudly supporting her Indiana Hoosiers and Chicago Cubs, passions that reflect the same energy and optimism she brought to her career.

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council, on behalf of the residents of the City of Lansing, does hereby honor and commend Stephanie Angel for her outstanding service to the Lansing State Journal, her contributions to the Greater Lansing community, and her remarkable career in journalism.

BE IT FURTHER RESOLVED, that a copy of this resolution be presented to Stephanie Angel as a lasting expression of appreciation and gratitude for her decades of leadership, dedication, and service.

Resolution #2025-216

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

WHEREAS, Women's Center of Greater Lansing requested \$500 to defray costs for a special event permit associated with their event, "Capital City Dragon Boat Race" to be held September 14, 2025; and

WHEREAS, the maximum total amount of Community Funding Account to be awarded to an organization in one fiscal year is \$500; and

WHEREAS, the Committee on City Operations met on September 4, 2025, reviewed the request, and approved \$980.

THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby approves an allocation from Community Funding Account to Women's Center of Greater Lansing in the amount of \$980 to defray costs for a special event permit, security, and trash removal associated with their event "Capital City Dragon Boat Race" to be held on September 14, 2025.

BE IT FURTHER RESOLVED that the Mayor and the Finance Department shall process this request by charging \$980 to the Council Community Promotion Account – 101.112101.956289.

BE IT RESOLVED that the Women's Center of Greater Lansing shall submit a written analysis of the event, including information regarding the number of attendees, a detailed account as to contributors, funds received, expended and residual funds to the Lansing City Council within 60 days after the event.

Resolution #2025-195

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the recommendation for appointment of Spencer Lippert as the 4th Ward member of the Planning Commission for a term to expire June 30, 2028; and

WHEREAS, the Mayor's office has confirmed with this resolution, that they have vetted the applicant based on the original application and believes that the application meets the qualifications as required by the City Charter; and

WHEREAS, the Committee on Development and Planning met on August 6, 2025 and took affirmative action.

NOW, THEREFORE BE IT RESOLVED, the Lansing City Council, hereby, confirms the appointment of Spencer Lippert as the 4th Ward member of the Planning Commission for a term to expire June 30, 2028.

Resolution #2025-211

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the recommendation for reappointment of Carol Skillings as an At-Large member of the Historic District Commission for a term to expire June 30, 2028; and

WHEREAS, the Mayor's office has confirmed with this resolution, that they have vetted the applicant based on the original application and believes that the applicant meets the qualifications as required by the City Charter; and

WHEREAS, the Committee on Development and Planning met on August 27, 2025 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointment of Carol Skillings as an At-Large member of the Historic District Commission for a term to expire June 30, 2028.

Resolution #2025-212

By the Committee on Public Safety
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made recommendation for the reappointment of Irene Cotton as an At-Large member of the Board of Police Commissioners for a term to expire June 30, 2029; and

WHEREAS, the Mayor's office has confirmed with this resolution, that they have vetted the applicant based on the original application and believes that the applicant meets the qualifications as required by the City Charter; and

WHEREAS, the Committee on Public Safety met on August 26, 2025 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointment of Irene Cotton as an At-Large member of the Board of Police Commissioners for a term to expire June 30, 2029.

Resolution #2025-213

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

WHEREAS, a real estate purchase agreement to sell a parcel along the 1400 block of Turner Street, commonly known as Parking Lot 57, from the City of Lansing to Turner North Development LLC has been submitted for approval of this Council, having been placed on file with the City Clerk July 25, 2025; and

WHEREAS, a public hearing is required on the above.

NOW, THEREFORE, BE IT RESOLVED, that a public hearing be set for Monday, September 22, 2025, at 7 p.m. in the Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Petition for Sale of Real Property:

BE IT FURTHER RESOLVED that the Lansing City Clerk is hereby directed to provide notice of this public hearing, as is required by City Charter.

Resolution #2025-214

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 #89
TURNER NORTH DEVELOPMENT

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 properties commonly referred to as Turner North 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; and

WHEREAS, the Brownfield Plan is available for public inspection at the Lansing Economic Development Corporation, 401 S. Washington Sq., Suite 101, Lansing, MI 48933, 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 Tony Benavides Lansing City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on September 22, 2025 at 7:00 p.m. on Brownfield Plan #89 – Turner North Development under the Brownfield Redevelopment Financing Act, for property more particularly described as:

1413 Turner Street (Tax Parcel No. 33-01-01-09-252-131):

COM 2 R N OF SE COR LOT 9, TH N 4 R, W 10 R, S 4 R, E 10 R TO BEG;
BLOCK 10 ORIG PLAT;

No Address (Tax Parcel No. 33-01-01-09-252-152):

N 6.16 R OF S 7 R LOTS 6, 7 & 8 BLOCK 10 ORIG PLAT;

1421 Turner Street (Tax Parcel No. 33-01-01-09-252-161):

COM 69.5 FT S OF SE COR LOT 4 BLOCK 9, TH S 46 FT, W 165 FT, N 46 FT,
E 165 FT TO BEG; BLOCK 10 ORIG PLAT;

No Address (Tax Parcel No. 33-01-01-09-252-171):

COM 37.5 FT N OF NE COR BLOCK 10, TH W 165 FT, S 41 FT, E 165 FT, N 41
FT TO BEG; SEC 9 & BLOCK 10 ORIG PLAT;

1429 Turner Street (Tax Parcel No. 33-01-01-09-252-181):

COM 12.5 FT N OF SE COR LOT 4 BLOCK 9, TH W 165 FT, S 41 FT, E 165 FT,
N 41 FT TO BEG; SEC 9 & BLOCK 9 ORIG PLAT;

No Address (Tax Parcel No. 33-01-01-09-252-191)(PART):

Part of Lot 4, Block 9, ORIGINAL PLAT OF THE CITY OF LANSING, INGHAM COUNTY, MICHIGAN, as recorded in Liber 2 of Plats, Page 36, Ingham County Records, being more particularly described as: BEGINNING at the Northeast corner of the South 12-1/2 feet of said Lot 4; thence South 89 degrees 35 minutes 40 seconds West, along the Northline of the South 12-1/2 feet of said Lot 4, 165.86 feet; thence North 00 degrees 50 minutes 03 seconds East, along the West line of said Lot 4 and the East line of WYLLIS O. DODGE SUBDIVISION OF PART OF BLOCK 10 AND VACATED STREETS OF ORIGINAL PLAT OF THE CITY OF LANSING, as recorded in Liber 6 of Plats, Page 40, Ingham County Records, 22.27 feet to the Southeast corner of Lot 12 of said WYLLIS O. DODGE SUBDIVISION; thence North 89 degrees 35 minutes 40 seconds East, 165.71 feet to the East line of said Lot 4; thence South 00 degrees 26 minutes 14 seconds West, along the East line of said Lot 4, 22.26 feet to the POINT-OF-BEGINNING.

and that the City Clerk cause notice of such hearing to be published 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 #89 – Turner North Development and the scheduled public hearing.

Resolution #2025-215

By the Committee of the Whole
Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing desires to encourage and support shopping and commercial activity in the Principal Shopping District area by public improvement to develop, redevelop, promote economic activity, and provide for the maintenance, security, and operation of the Principal Shopping District by such public improvement which especially benefits any property within a district; and

WHEREAS, the City of Lansing desires to encourage promotional efforts, business recruitment in all zones and physical improvements and maintenance services (in zone "A") of the Principal Shopping District; and

WHEREAS, the City of Lansing has determined that this should be provided through special assessment zones established for the purpose of financing Principal Shopping District activities; and

WHEREAS, the City of Lansing has determined that the cost of providing such services should be recovered by a special assessment against properties especially benefited as authorized by Act No. 120 of the Public Acts of 1961, as amended, and Chapters 812 and 1026 of the Lansing Code of Ordinances; and

WHEREAS, the City of Lansing has reviewed the proposed special assessment boundaries; and

WHEREAS, the City of Lansing has also reviewed the proposed services within the boundaries with an estimated cost of these services;

NOW, THEREFORE, BE IT RESOLVED that the special assessment zones for the Principal Shopping District are established by City Council as follows:

Principal Shopping District: Beginning at the intersection of West right-of-way line of S. Capitol Avenue and the north right-of-way line of W. St. Joseph Street, "Point of Beginning," North along S. Capitol Avenue right-of-way line to the center-line of W. Washtenaw Street, west along the centerline of W. Washtenaw Street to the center-line of Townsend Street, north along the center-line of Townsend Street to the center-line of W. Allegan Street, then east along the W. Allegan Street center-line to the center-line of S. Capitol Avenue, north along the S. Capitol Avenue center-line to the center-line of W. Saginaw Street, east along the W. Saginaw Street center-line to the west right-of-way line of N. Washington Avenue, north along the N. Washington Avenue right-of-way line to the north right-of-way line of W. Grand River Avenue, east along the W. Grand River Avenue right-of-way line to the west right-of-way line of Turner Street, north along the Turner Street right-of-way line to the north right-of-way line of Clinton Street, east along Clinton Street right-of-way to the east right-of-way line of Center Street, south along the Center Street right-of-way line to the north right-of-way line of Liberty Street, east along' the

Liberty Street right-of-way line to the centerline of N. Cedar Street, south along the N. Cedar Street center-line to the south right-of-way line of East Grand River Avenue, east along the E. Grand River Avenue right-of-way line to the west right-of-way line of N. Larch Street, south along the N. Larch Street right-of-way line to the center-line of E. Shiawassee Street, east along the E. Shiawassee Street center-line to the west right-of-way line of the Conrail right-of-way, south along the Conrail right-of-way line to the south right-of-way line of E. Michigan Avenue, west along the E. Michigan Avenue right-of-way to the east right-of-way line of S. Larch Street, south along the S. Larch Street right-of-way line to the center-line of E. Kalamazoo Street, then west along E. Kalamazoo Street center-line to the center-line of S. Larch Street, then south along the S. Larch Street center-line to the north right-of-way line of St. Joseph Street (extended), west along the St. Joseph Street right-of-way line (extended) to the Point of Beginning.

The Principal Shopping District, as described herein, shall contain zones as described below:

Zone A: Beginning at the intersection of the center-line of W. Shiawassee Street and the centerline of N. Capitol Avenue, the "Point of Beginning -A", east along the center-line of Shiawassee Street to the west right-of-way line of the Conrail right-of-way, south along the Conrail right-of-way line to the center-line of E. Michigan Avenue, west along the center-line of E. Michigan Avenue to the center-line of S. Cedar Street, south along the S. Cedar Street center-line to the center-line of E. Kalamazoo Street, west along the E. Kalamazoo Street center-line to the center-line of Museum Drive, northwesterly along the center-line of Museum Drive to the north line of Impression Five Condominium (extended), west along the said north line of Impression Five Condominium (extended) to the center-line of the Grand River, southeasterly along the center of the Grand River to the center-line of E. Kalamazoo Street, continuing along the center-line of E. Kalamazoo Street to the center-line of Grand Avenue, south along the Grand Avenue center-line to the center-line of W. Lenawee Street, west along the W. Lenawee Street center-line to the west right-of-way line of S. Capitol Avenue, north along the west right-of-way line of S. Capitol Avenue to W. Washtenaw street, west along the centerline of W. Washtenaw Street to the centerline of Townsend Street, north along the centerline of Townsend Street to the centerline of W. Allegan Street, then east along the W. Allegan Street center-line of W. Allegan Street to the center-line of S. Capitol Avenue, north along the S. Capitol Avenue center-line to the Point of Beginning -A.

Zone B: Beginning at the intersection of west right-of-way line of N. Washington Avenue and the north right-of-way line of W. Grand River Avenue, the "Point of Beginning -B," east along the W. Grand River right-of-way line to the west right-of-way line of Turner Street, north along the Turner Street right-of-way line to the north right-of-way line of Clinton Street, east along the Clinton Street right-of-way line to the east right-of-way line of Center Street, south along the Center Street right-of-way line to the north right-of-way line of Liberty Street, east along the Liberty Street right-of-way line to the center, line of N. Cedar Street, south along the N. Cedar Street center-line to the centerline of E. Maple Street, west along E. Maple Street center-line (as aligned) to the west right-of-way line of N. Washington Avenue, north along the N. Washington Avenue right-of-way line to the

Point of Beginning –B.

Zone C -North: Beginning at the intersection of the center-line of N. Capitol Avenue and the center-line of W. Shiawassee Street, the "Point of Beginning -C (North)," north along the N. Capitol Avenue center-line to the center-line of W. Saginaw Street, east along the W. Saginaw Street center-line to west right-of-way line of N. Washington Avenue, north along the N. Washington Avenue right-of-way line to the center-line of E. Maple Street, east along E. Maple Street (as aligned) center-line to the center-line of N. Cedar Street, north along the N. Cedar Street center-line to the south right-of-way line of E. Grand River Avenue, east along the E. Grand River Avenue right-of-way line to the west right-of-way line of N. Larch Street, south along the N. Larch Street right-of-way line to the center-line of E. Shiawassee Street, west along the E. Shiawassee Street Center-line to the Point of Beginning - C (North).

Zone C -South: Beginning at the intersection of the west right-of-way line of S. Capitol Avenue and the center-line of W. Lenawee Street, the "Point of Beginning -C (South)," east along the W. Lenawee Street center-line to the center-line of Grand Avenue, north along Grand Avenue centerline to the center-line of E. Kalamazoo Street, east along the Kalamazoo Street center-line to the center of the Grand River, northwesterly along the center-line of the Grand River to the north line of Impression Five Condominium (extended), east along the north line of Impression Five Condominium (extended) to the center-line of Museum Drive, southeasterly along the center-line of Museum Drive to the center-line of E. Kalamazoo Street, east along the Kalamazoo Street centerline to the center-line of S. Cedar Street, north along the Cedar Street center-line to the center-line of E. Michigan Avenue, east along the E. Michigan Avenue center-line to the west right-of-way line of the Conrail right-of-way, south along the Conrail right-of-way line to the south right-of-way line of E. Michigan Avenue, then west along the E. Michigan Avenue right-of-way line to the east right-of-way line of S. Larch Street, south along the S. larch Street right-of-way line to the center-line of E. Kalamazoo Street, west along the E. Kalamazoo Street center-line to the center-line of S. Larch Street, south along the S. larch Street center-line to the north right-of-way line of St. Joseph Street (extended), west along the St. Joseph Street right-of-way line (extended) to the west right-of-way line of S. Capitol Avenue, then north along the S. Capitol Avenue right-of-way to the Point of Beginning -C (South).

BE IT FURTHER RESOLVED, that the Principal Shopping District public improvements and services be supported by a special assessment of these costs against the properties especially benefited as follows:

Rates for 2025								
	1st Floor	2nd floor & above	Parking Structure, 1st level	Parking Structure, 2nd level and above	Surface Parking Lots	Vacant Lots	Industrial	Industrial Upper levels
Zone A	0.16062	0.07331	0.05792	0.02917	0.08031	0.02122	0.02917	0.01442
Zone B	0.10247	0.03840	0.05123	0.02562	0.05123	0.02122	0.02917	0.01442
Zone C	0.05123	0.01920	0.02556	0.01273	0.02556	0.02122	0.02917	0.01442

BE IT FURTHER RESOLVED, that the cost and expense of making estimates, plans and assessments incidental to the preparation of the assessment and the role, and providing notices shall be included in the expense of the assessment.

BE IT FURTHER RESOLVED, that these rates shall represent an increase of 3% from collection year 2024, consistent with Resolution 2024-254.

BE IT FURTHER RESOLVED, that the Principal Shopping District public improvement and services be financed by a special assessment of these costs against the properties especially benefited as contained in the assessment Roll No. **PSD25**, compiled by the City Assessor and presented to Council with this resolution.

BE IT FURTHER RESOLVED, that the maximum assessment shall be \$10,000 plus inflation since 1994 pursuant to MCL 125.985.

BE IT FURTHER RESOLVED, that in zones "A," "B," and "C " (North & South), any property owned by a non-profit entity that is tax exempt on the current assessment roll under any section other than 211.7l, m or n or under 211.71g according to the General Property Tax Act shall have their property assessment capped at 75% of the proposed assessment rate; property exempt under 211.7l, 211.7m, 211.7n or 211.71g shall be 100% exempt from this assessment.

BE IT FURTHER RESOLVED, that Property owned by the federal, a state, or a local unit of government where property is exempt from the collection of taxes under the general property tax act, is exempt from this special assessment.

BE IT FURTHER RESOLVED that properties classified as residential, according to MCL 211.34c are excluded from this assessment. Properties that are classified as commercial include apartments with more than 4 units, and commercial properties are included in this assessment.

BE IT FURTHER RESOLVED, that a public hearing be held September 22, 2025, at 7:00 pm in the Tony Benavides Lansing City Council Chambers, 124 W Michigan Avenue, 10th Floor City Hall, Lansing, Michigan to consider the establishment of the Principal Shopping District special assessment roll.

BE IT FURTHER RESOLVED, that the City Clerk publish notice of the hearing to confirm the special assessment roll in a newspaper of general circulation at least 10 (ten) days prior to the date of the hearing.

BE IT FINALLY RESOLVED, that the notice to the affected owners of the properties in said district be given in accordance with Chapter 1026 of the Lansing Code of Ordinances.

Resolution #2025-217

By the Committee of the Whole
Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing filed a lawsuit to address the public nuisance that is the Opioid Epidemic; and

WHEREAS Sandoz, Inc. ("Sandoz") has negotiated a proposed settlement agreement ("Proposed Settlement") with Participating Subdivisions and Participating Tribes; and

WHEREAS the Proposed Settlement contains an agreement for Sandoz to establish a \$99,500,000 settlement fund to resolve pending opioid-related litigation; and

WHEREAS the City of Lansing previously executed Participation Agreements for the Distributor and Janssen Settlements, as well as the Teva, Allergan, CVS, Walmart, Walgreens, and Kroger Settlements, which have conferred and continue to confer valuable benefits; and

WHEREAS the City of Lansing is estimated to receive a one-time payment of \$119,871.15 under the settlement; and

NOW THEREFORE BE IT RESOLVED, the City of Lansing authorizes the execution of a Participation Agreement for the Sandoz Settlement Agreement.

Resolution #2025-218

By the Committee of the Whole
Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing filed a lawsuit to address the public nuisance that is the Opioid Epidemic; and

WHEREAS Purdue Pharma L.P. has presented a proposed Bankruptcy Plan, and the Sackler Family Defendants have entered into a Governmental Entity & Shareholder Direct Settlement Agreement (together, the “Purdue/Sackler Settlement”) with the State Attorneys General and a Plaintiff Executive Committee-designated negotiating committee that represents approximately 4,000 local governments that have brought lawsuits similar to the City of Lansing’s lawsuit; and

WHEREAS the Purdue/Sackler Settlement will provide significant equitable and monetary relief, including an agreement that (a) the Sackler Family Defendants will pay \$6.5 billion over the next 15 years in exchange for a release of claims against them and (b) the Purdue estate will contribute an amount of approximately \$900 million. The bulk of these payments will be dedicated to funding abatement and prevention strategies associated with the opioids public nuisance; and

WHEREAS the City of Lansing previously executed Participation Agreements for the Distributor and Janssen Settlements, as well as the Teva, Allergan, CVS, Walmart, Walgreens, and Kroger Settlements, which have conferred and continue to confer valuable benefits; and

WHEREAS the City of Lansing desires to enter into an allocation method which allocates settlement funds on a 50/50 basis to:

1. Participating Local Governments who have elected to participate in the Purdue/Sackler Settlement; and
2. the State of Michigan.

NOW THEREFORE BE IT RESOLVED, the City of Lansing authorizes the execution of a Participation Agreement for the Purdue/Sackler Settlement, which is available at <https://nationalopioidsettlement.com/>; and

BE IT FURTHER RESOLVED, the City of Lansing also authorizes the execution of a new Michigan State-Subdivision Agreement for Allocation of Opioid Settlement Agreements; and

BE IT FINALLY RESOLVED, the City of Lansing also authorizes the Weitz & Luxenberg law firm to vote on the City of Lansing’s behalf in favor of the Bankruptcy Plan for Purdue.

Resolution #2025-219

By the Committee of the Whole
Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing filed a lawsuit to address the public nuisance that is the Opioid Epidemic; and

WHEREAS the following entities:

1. Alvogen Inc.
2. Amneal Pharmaceuticals, Inc.
3. Apotex Inc.
4. Hikma Pharmaceuticals USA, Inc.
5. Indivior Inc.
6. Mylan Pharmaceuticals Inc.
7. Sun Pharmaceutical Industries, Inc. and
8. Zydus Pharmaceuticals, Inc.

("Settling Defendants") have negotiated proposed national settlement agreements ("Proposed Settlements") with the State Attorneys General, and a Plaintiff Executive Committee-designated negotiating committee that represents approximately 4,000 local governments that have brought lawsuits similar to the City of Lansing's lawsuit; and

WHEREAS the Proposed Settlements contain significant equitable and monetary relief, including:

1. An agreement to pay (a) \$18,680,162 in a single year by Alvogen Inc.; (b) \$71,751,010 over ten years by Amneal Pharmaceuticals, Inc.; (c) \$63,682,369 in a single year by Apotex Inc.; (d) \$95,818,293 over one to four years by Hikma Pharmaceuticals USA, Inc.; (e) \$38,022,450 over four years by Indivior Inc.; (f) \$284,447,916 over nine years by Mylan Pharmaceuticals Inc.; (g) \$30,992,087 over one to four years by Sun Pharmaceutical Industries, Inc.; and (h) \$14,859,220 in a single year by Zydus Pharmaceuticals, Inc. The bulk of each of these payments will be dedicated to funding abatement and prevention strategies associated with the opioids public nuisance.
2. In addition to these abatement payments, several of the settlements allow states to receive free pharmaceutical products or cash in lieu of this product.
3. Additionally, seven of the companies (not including Indivior) are prohibited from promoting or marketing opioids and opioid products, making or selling any product that contains more than 40 mg of oxycodone per pill, and are required to put in place a monitoring and reporting system for suspicious orders.

4. Indivior has agreed to not manufacture or sell opioid products for the next 10 years, but it will be able to continue marketing and selling medications to treat opioid use disorder; and

WHEREAS the City of Lansing previously executed Participation Agreements for the Distributor and Janssen Settlements, as well as the Teva, Allergan, CVS, Walmart, Walgreens, and Kroger Settlements, which have conferred and continue to confer valuable benefits; and

WHEREAS the City of Lansing desires to enter into an allocation method which allocates settlement funds on a 50/50 basis to:

1. Participating Local Governments who have elected to participate in the Purdue/Sackler Settlement; and
2. the State of Michigan.

NOW THEREFORE BE IT RESOLVED, the City of Lansing authorizes the execution of Participation Agreements for the Master Settlement Agreements with: (1) Alvogen Inc.; (2) Amneal Pharmaceuticals, Inc.; (3) Apotex Inc.; (4) Hikma Pharmaceuticals USA, Inc.; (5) Indivior Inc.; (6) Mylan Pharmaceuticals Inc.; (7) Sun Pharmaceutical Industries, Inc.; and (8) Zydus Pharmaceuticals, Inc., each of which are listed and available to the public at <https://nationalopioidsettlement.com/additional-settlements/>; and

BE IT FINALLY RESOLVED, the City of Lansing also authorizes the execution of a new Michigan State-Subdivision Agreement for Allocation of Opioid Settlement Agreements.

INTRODUCTION OF ORDINANCE

An Ordinance of the City of Lansing, Michigan, to amend Chapter 206, Purchasing Contracts and Sales, specifically Sections 206.01, 206.02, 206.03, 206.05, 206.06, 206.07, and 206.16, to increase the dollar amount threshold for competitive bidding and related purchasing requirements, to reflect inflation since 1994, and to provide for annual modification of the threshold in accordance with the Consumer Price Index.

The ordinance is read a first time by its title and referred to the Committee on Ways and Means

Resolution #2025-220

By the Committee on Ways and Means
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, September 22, 2025, at 7 p.m. in Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of considering an Ordinance of the City of Lansing, Michigan, to amend Chapter 206, Purchasing Contracts and Sales, specifically Sections 206.01, 206.02, 206.03, 206.05, 206.06, 206.07, and 206.16, to increase the dollar amount threshold for competitive bidding and related purchasing requirements, to reflect inflation since 1994, and to provide for annual modification of the threshold in accordance with the Consumer Price Index.

ORDINANCE NO. _____

An Ordinance of the City of Lansing, Michigan, to amend Chapter 206, Purchasing Contracts and Sales, specifically Sections 206.01, 206.02, 206.03, 206.05, 206.6, 206.07, and 206.16, to increase the dollar amount threshold for competitive bidding and related purchasing requirements, to reflect inflation since 1994, and to provide for annual modification of the threshold in accordance with the Consumer Price Index.

Section 1. That Chapter 206, Sections 206.01, 206.02, and 206.03, of the Codified Ordinances of the City of Lansing, Michigan, be and are hereby amended to read as follows:

206.01. – Definitions.

***purchase price threshold* means the purchase amount, equal to or exceeding, at which competitive sealed bids will be required. This amount shall automatically be adjusted each fiscal year after the effective date of this ordinance by the Bureau of Labor Statistics Indicator, Consumer Price Index U.S. City Average (CPI-W U.S. City Average) for the prior calendar year. The City Controller will report the changes in the CPI-W U.S. City Average, based on most recently reported data, to City Council and the Department each year on May 1, to take effect on July 1 of that year. The purchase price threshold for City Fiscal Year Ending June 30, 2025, is \$31,000. Adjustments thereafter will be to the nearest \$1,000.**

206.02. - Purchases ~~in excess of \$15,000.00~~ equal to or exceeding the purchase price threshold; competitive sealed bids required; authority of Mayor.

(a) All supplies, service and construction items, except as otherwise provided below, when the estimated cost thereof ~~equals or exceeds \$15,000.00~~ is equal to or exceeds the purchase price

1 **threshold**, shall be purchased by formal written contract from the lowest and most responsible and
2 responsive bidder after notice inviting competitive sealed bids.

3 (1) The Director shall provide for the procurement of competitive sealed bids as follows:

4 A. An invitation for bids describing the requirements of the using agency shall be
5 prepared.

6 B. The invitation for bids shall be publicized by advertising at least once, in a
7 newspaper of general circulation in the City, not less than five days preceding the
8 last day set for the receipt of competitive sealed bids. In addition, the Director is
9 encouraged to place the invitation for bids in any appropriate trade journals,
10 professional publications or other appropriate publication, in order to encourage as
11 much competition as possible.

12 The newspaper notice required herein shall include a general description of the
13 supplies, services or construction items to be purchased or sold and in addition shall
14 state where bid blanks and specifications may be obtained, the date, time and place
15 for the filing and opening of bids, whether or not bid, performance or payment
16 bonds are required and, if required, the amounts thereof, and anything else the
17 Director may feel is necessary.

18 C. Sealed bids shall also be solicited from all persons who are on the most current
19 bidder's list by mailing them a copy of such newspaper notice or another notice that
20 will acquaint them with the proposed purchase or sale. Invitations for bids sent to
21 prospective bidders on the bidder's list shall be limited to commodities that are
22 similar in character and ordinarily handled by the trade group to which the bid
23 invitations are sent. Failure to respond to three consecutive bid invitations shall

1 result in removal from the bidder's list for one year. After one year, the potential
2 bidder may reapply to be placed upon the bidder's list.

3 D. Bids submitted in response to the invitation for bids shall be submitted sealed
4 and, in addition, shall be identified as bids on the outside of the envelopes and shall
5 be accompanied by affidavits, where applicable, in such form and covering such
6 matters as the Director approves, together with any bid security required.

7 E. Bids shall be opened publicly at the time, place and date designated in the
8 invitation for bids. Each bid, together with the name of the bidder, shall be recorded
9 and the tabulation of all bids received shall be available for public inspection in the
10 Finance Department.

11 F. An invitation for bids may be cancelled, or any or all bids or proposals may be
12 rejected, in whole or in part, as specified in the invitation for bids, when such
13 rejection or cancellation is determined by the Director to be in the best interests of
14 the City.

15 G. The Director shall not knowingly accept the bid of a person who is in default in
16 the payment of any taxes, licenses, fees, permits or any other moneys due the City
17 or who is in any other respects disqualified according to any Federal or State law
18 or any Municipal ordinance provision. A contract with a person who is discovered
19 to have been in default or disqualified at the time of the awarding of the contract
20 shall be voidable.

21 H. The Director shall determine and recommend in writing to the Mayor the name
22 of the lowest and most responsible and responsive bidder. In reaching a

determination as to who the lowest and most responsible and responsive bidder is,
the Director shall consider:

1. The ability, capacity and skill of the bidder to perform the contract or provide the service or supplies required;
2. Whether or not the bidder can perform the contract or provide the service or supplies promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder in business;
4. The quality of performance and time of completion by the bidder of previous contracts or services;
5. The previous and existing compliance by the bidder with laws and ordinances relating to contract performance;
6. The sufficiency of the financial resources, equipment and personnel resources and the ability of the bidder to satisfactorily perform the contract or provide the services or supplies;
7. The quality, availability and adaptability of the supplies or services to the particular use required;
8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
9. The number and scope of any additional, limiting or qualifying conditions attached to the bid by the bidder; and

10. Whether the supplies are recyclable, biodegradable or otherwise compatible with environmental concerns.

The failure of a bidder to promptly supply information in connection with an inquiry from the Director with respect to any of the provisions enumerated herein may be grounds for a determination of nonresponsibility with respect to such bidder.

(2) The Mayor, upon receipt of the Director's written bid recommendation, shall have the sole responsibility and the authority to award any City contract for supplies, services or construction when the contract amount is equal to or exceeds ~~\$15,000.00~~ **the purchase price threshold**. When the award is not given to the lowest bidder, a written statement of the reasons for placing the award with a responsible and responsive bidder who is not the lowest bidder shall be prepared by the Mayor and filed with the City Clerk and Council and with the other papers relating to the bid at the time the transaction is made. The written statement shall be available for public inspection in the Finance Department.

(b) No contract or purchase shall be subdivided to avoid the requirements of this section.

206.03. - Purchases under ~~\$15,000.00~~ **the purchase price threshold**; open market procedure.

(a) All purchases of supplies, services and construction items having an estimated cost of less than ~~\$15,000.00~~ **the purchase price threshold** may be made in the open market, without advertisement and without following the procedure prescribed in Section 206.02 and may be awarded by either the Mayor or the Director.

(b) All open market purchases of supplies, services and construction items shall, whenever practical, be based on at least three quotations and shall be awarded to the lowest and most responsible and responsive bidder when evaluated in accordance with Section 206.02(a)(1)H.

Quotations shall be solicited under the open market procedure by one or more of the following methods:

(1) Direct mail request to prospective vendors;

(2) Telephone;

(3) Direct personal contact with prospective vendors.

(c) The name of each person submitting a quotation and the date and amount of each quotation shall be recorded and shall be available for inspection in the Finance Department.

Section 2. That Chapter 206, Sections 206.05, 206.06, and 206.07, of the Codified Ordinances of the City of Lansing, Michigan, be and are hereby amended to read as follows:

206.05. - Sole source procurement.

(a) A contract for supplies, services or construction items may be awarded by the Mayor or Director, whoever is applicable, without competitive sealed bids when the Director, having performed a written analysis with findings pursuant to this section, determines, after conducting a good faith review of available sources and applying the criteria set forth in Section 206.05(c), that there is only one source for supplying the requested supply, service or construction item and no other reasonable alternative source exists. The Director, along with a representative from the requesting using agency, shall conduct negotiations as appropriate. The written documentation shall be available for public inspection in the Finance Department.

(b) The sole source procurement shall be made at the lowest obtainable price and the Mayor or Director shall submit a written report, including the analysis and findings required in Section 206.05, within thirty days from the date the transaction is consummated, to the City Clerk and City Council identifying sole source procurement contract equal to or ~~in excess of \$15,000.00~~ **exceeding the purchase price threshold** awarded by the City, the name of the firm(s) involved, and the prices the contracts were awarded for.

(c) The criteria to be followed by the Director in determining that there is only one source for supplying the requested supply, service, or construction item are:

(1) Special features are required; or

(2) Special market conditions exist; or

(3) Special services or facilities are required; or

(4) The source is unique or special in nature; or

(5) The source is limited or proprietary; or

(6) Sales territories or product availability within limited geographical boundaries require sole source procurement; or

(7) Where standardization or compatibility is the overriding consideration and such compatibility or standardization can only be achieved through the purchase or use of a unique product; or

(8) Where a product or service is specifically identified as part of a grant award.

(d) This section is subject to Section 206.17, Unauthorized Purchases.

206.06 - Purchase of experimental supplies.

1 The Mayor may award a contract equal to or exceeding \$15,000.00 **the purchase price threshold**,
2 and the Director or the Mayor may award a contract of less than \$15,000.00 **the purchase price**
3 **threshold**, under the open market procedure set forth in Section 206.03, when such contract is for
4 the purchasing of supplies for testing and experiment upon the written request of a using agency
5 and the approval of the Director.

6
7 206.07. - Competitive sealed proposals.

8 (a) Whenever the use of competitive sealed bidding is not practical or advantageous to the City, a
9 contract equal to or ~~in excess of \$15,000.00~~ **exceeding the purchase price threshold** may be
10 awarded by the Mayor by the use of competitive sealed proposals, as follows:

11 (1) A list of qualified persons shall be obtained by the Director when a using agency desires
12 to contract for a particular service, supply or construction item, by publishing a request for
13 a statement of qualifications. Public notice of the request for a statement of qualifications
14 shall be given in the same manner provided for in Section 206.02(a)(1)B., provided that
15 the minimum time shall be extended to ten days.

16 (2) The request for a statement of qualifications shall identify the evaluation factors to be
17 considered by the using agency and the Director in determining which persons are the most
18 qualified.

19 (3) The Director and the using agency shall submit a request for proposals to at least three
20 persons, whenever possible, who are on the list of qualified persons and who are deemed
21 by the Director and the using agency to be the most qualified to provide the required
22 services, supplies or construction items.

1 (4) The Director and the using agency shall commence negotiating a contract with the
2 offeror deemed by the using agency and the Director to be the most qualified person on the
3 list of qualified persons.

4 (5) If compensation, contract requirements and contract documents can be agreed upon
5 with the most qualified offeror, the using agency and the Director shall recommend to the
6 Mayor that the contract be awarded by the Mayor to such person. If the Director and the
7 using agency are unable to negotiate a satisfactory contract with the person considered to
8 be most qualified, then negotiations with such person shall be formally terminated. The
9 Director and the using agency shall then undertake negotiations with the second most
10 qualified person. Failing accord with the second most qualified person, the Director and
11 the using agency shall formally terminate negotiations. The Director and the using agency
12 shall then undertake negotiations with the third most qualified person. If the Director and
13 the using agency are unable to negotiate a contract with any of the selected persons, the
14 Director and the using agency shall have the option of resubmitting a request for statements
15 of qualifications or of selecting additional persons on the list of qualified persons in the
16 order of their qualifications. The Director and the using agency shall continue negotiations
17 in accordance with this section until an agreement is reached.

18 (6) No proposals shall be handled so as to permit disclosure of the identity of any offeror
19 or the contents of any proposal to competing offerors during the process of negotiations by
20 the Director or the requesting using agency. Offerors shall be accorded fair and equal
21 treatment with respect to any opportunity for discussion and revision of proposals and such
22 revisions may be permitted after submissions and prior to the award for obtaining best and
23 final offers. In conducting discussions, there shall be no disclosure of the identity of

1 competing offerors or of any information derived from the proposals submitted by
2 competing offerors.

3 (b) Whenever the procurement of services by competitive sealed bidding is determined by the
4 Director to be not practical or advantageous to the City, and it appears to be an item to be utilized
5 by the City on a repetitive basis, the Director, with the assistance of the using agency, shall actively
6 solicit, by public notice, as provided in Section 206.02(a)(1)B., qualified persons to submit an
7 annual statement of qualifications. The list of qualified persons shall remain on file in the Finance
8 Department, and if the person being requested to submit a bid fails to submit a response to three
9 consecutive projects, the person shall be removed from the list of qualified persons. The person,
10 after one year, may be placed on the bidders list if the person reapplies and is determined to be
11 qualified.

12 (1) Persons shall be able to submit and/or amend their annual statement of qualifications
13 at any time.

14 (2) Whenever a using agency needs to enter into a contract which qualifies under this
15 subsection, the using agency and the Director shall determine, from the annual list of
16 qualified persons, at least five persons, whenever possible, who are qualified to submit
17 requests for proposals, and upon receipt of the person's written proposal, the using agency
18 and the Director shall begin negotiations with the person deemed to be most qualified. If
19 negotiations are successful, the Mayor or the Director shall award the contract. If the
20 Director and using agency fail to reach an agreement with the person deemed to be most
21 qualified, the Director and the using agency shall formally terminate negotiations and
22 proceed under the procedures set forth in paragraph (a)(5) hereof until successful

1 negotiations are concluded or the using agency and the Director decide to terminate all
2 negotiations.

3 (c) Whenever the Finance Department is also the department which will use the particular service,
4 supply or construction item, the City Attorney's office shall be considered as the using agency for
5 the purposes of the procedure set forth in this section.

6
7 Section 3. That Chapter 206, Section 206.16, of the Codified Ordinances of the City of
8 Lansing, Michigan, be and is hereby amended to read as follows:

9 206.16. - Preference for local bidders or offerors.

10 Lansing-based businesses may be awarded a contract as the lowest responsive and responsible
11 bidder under the circumstances specified herein.

12 (1) *Definitions.*

13 (a) *City resident(s)* means an individual whose primary place of residence is within the
14 corporate limits of the City of Lansing as evidenced by voter registration address,
15 driver's license address or State identification address or affidavit form developed by
16 the City Attorney.

17 (b) *Good faith effort* means those demonstrable activities supported by documentation and
18 results that verify the bidders attempts to reach the established goal.

19 (c) *Implementing department* means the City Department or Agency that has responsibility
20 for oversight of a contract.

21 (d) *Joint venture* means a co-operation between two or more corporate bodies for a
22 particular project in which they share the responsibilities and profits associated with
23 the project.

1 (e) *Lansing-based business* means the physical and economic relationship to Lansing
2 determined evidenced by a building or office physically located in the City and the
3 payment of (1) City income taxes on the contractor's net profits, and (2) City property
4 taxes on a plant or office and equipment such as is ordinarily required for the
5 performance of the contract bid.

6 Any business physically located in Lansing which operates under a City-authorized tax
7 abatement or forgiveness program, or any other City-authorized tax credit program, is
8 still considered a Lansing-based business for purposes of this section.

9 (f) *Lansing-based subcontractor* means any subcontractor, employee, or other person who
10 otherwise comes within the definition of Lansing-based business, and is or will be a
11 subcontractor to a bidder for a contract governed by this Chapter.

12 (g) *Subcontractor* means a person or company that assumes, by secondary contract, some
13 or all of the obligations of an original contractor.

14 (2) Purchases under ~~\$15,000.00~~ **the purchase price threshold**. Pursuant to Section 206.03,
15 departments purchasing supplies, services procured under bid and construction items for
16 less than ~~\$15,000.00~~ **the purchase price threshold**, which are not purchased by use of a
17 procurement card must solicit at least one quote from a Lansing-based business unless no
18 Lansing-based business providing the service, supply or construction item can be
19 identified. The procuring department will document efforts to use Lansing-based
20 businesses.

21 (3) Preference for Lansing-based businesses on contracts ~~over \$15,000.00~~ **equal to or**
22 **exceeding the purchase price threshold**. When sealed bids are received under Section

206.02 for purchases, supplies and construction contracts ~~greater than \$15,000.00~~ **equal to or exceeding the purchase price threshold**, the following shall apply:

(a) The person or business submitting the lowest bid shall be deemed the lowest bidder. If, however, the lowest bidder is not a Lansing-based business, any Lansing-based business with a bid within a specified percentage of the lowest bid that has been deemed responsive and responsible under the purchasing ordinance shall be deemed the lowest bidder if it agrees to reduce its bid to match the bid of the lowest bidder.

The percentage difference shall be established by Council resolution and may be revised from time to time as Council deems appropriate.

(b) If a Lansing-based business refuses to reduce its bid to match the lowest bid, then the next lowest responsible Lansing-based business with a bid within the established percentage of the lowest bid shall be given the opportunity to reduce its bid to match the bid of the lowest bidder. If the Lansing bidder agrees to reduce its bid to match the bid of the lowest non-Lansing bidder, it will be deemed the lowest bidder and awarded the contract.

(c) If no Lansing-based business described in subsections (a) and (b) agrees to reduce its bid to that of the lowest bidder, then the next-lowest bidding non-Lansing-based business that has demonstrated in its bid submission that it will use any Lansing-based subcontractors shall be given the opportunity to reduce its bid to match the bid of the lowest bidder. If the non-Lansing bidder described in this subsection agrees to reduce its bid to match the bid of the original lowest non-Lansing bidder, it will be deemed the lowest bidder and awarded the contract.

(d) If no responsive and responsible Lansing-based business described in subsections (a) and (b) or non-Lansing-based business described in subsection (c) within the established percentage of the lowest bid agrees to reduce its bid to that of the lowest bidder, then the contract shall be awarded to the person or business with the lowest, most responsive and responsible bid.

(e) Except for construction contracts, no contract awarded pursuant to this section shall be sublet in any manner that permits 50 percent or more of the dollar value of the contract to be performed by a subcontractor or subcontractors who do not meet the definition of Lansing-based.

(f) Any Lansing-based business awarded a contract pursuant to this section shall agree to make available to the City all records necessary to establish its eligibility and compliance with all City, state and local laws.

(4) Affirmative measures for enhancing Lansing-based businesses.

(a) The City may eliminate bid, performance, and payment bonding requirements when it deems appropriate for Lansing-based businesses, except for contracts for construction, alterations or repairs exceeding \$50,000.00, subject to the requirements of MCL 129.201.

(b) The City may allow for joint ventures or other documented business arrangements to enable Lansing-based businesses to meet bonding requirements for contracts ~~greater than \$15,000.00~~ **equal to or exceeding the purchase price threshold.**

Section 4. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions are repealed.

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

4 Section 6. This ordinance shall take effect on the 30th day after enactment, unless given
5 immediate effect by City Council, and shall expire December 31, 2035.

6

INTRODUCTION OF ORDINANCE

An ordinance of the City of Lansing, Michigan, to amend the Code of Ordinances of the City of Lansing, Chapter 887, by adding a new section 887.10 to provide for a service charge in lieu of taxes in the amount of eight percent of shelter rents for not less than 618 workforce multi-family dwelling units in a project known as Evergreen Park Apartments and Townhomes, pursuant to the provisions of the State Housing Development Authority Act of 1966, as amended, MCL 125.1401, et seq.

The Ordinance is read a first time by its title and referred to the Committee on Development and Planning

Resolution #2025-221

By the Committee on Development and 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, September 22, 2025, at 7 p.m. in Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of considering an ordinance of the City of Lansing, Michigan, to amend the Code of Ordinances of the City of Lansing, Chapter 887, by adding a new section 887.10 to provide for a service charge in lieu of taxes in the amount of eight percent of shelter rents for not less than 618 workforce multi-family dwelling units in a project known as Evergreen Park Apartments and Townhomes, pursuant to the provisions of the State Housing Development Authority Act of 1966, as amended, MCL 125.1401, et seq.

Ordinance No. _____

An ordinance of the City of Lansing, Michigan, to amend the Code of Ordinances of the City of Lansing, Chapter 887, by adding a new section 887.10 to provide for a service charge in lieu of taxes in the amount of eight percent of shelter rents for not less than 618 workforce multi-family dwelling units in a project known as Evergreen Park Apartments and Townhomes, pursuant to the provisions of the State Housing Development Authority Act of 1966, as amended, MCL 125.1401, et seq.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 887 of the Code of Ordinances of the City of Lansing, Michigan be amended to add a new Section 887.10, to read as follows:

887.10. Evergreen Park Apartments and Townhomes

(a) *Applicability of Sections 887.01 to 887.07.* All procedures, substantive requirements, and definitions provided in Sections 887.01 to 887.07 of the Code of Ordinances of the City of Lansing are incorporated by reference and shall apply to this Section 887.10, except:

- (1) This ordinance section 887.10 shall be accepted as the “PILOT resolution”.**
- (2) The PILOT payment is to be eight percent of the annual shelter rent obtained from the Workforce Housing Project.**

(b) *Workforce Housing Project and Developer.* For the purpose of this Section 887.10 the name and location of the Workforce Housing Project is Evergreen Park Apartments and Townhomes, and consists of six hundred eighteen (618) units of rental housing located at 900 Long Boulevard in the City of Lansing, Michigan, 48911, on parcels 33-01-05-09-476-005 and 33-01-05-09-476-011. For the purpose of this Section 887.10 the name of the

Sponsor is 900 LONG TIC 1 LLC, as managing member of a tenancy in common with 900 LONG TIC 2 LLC; 900 LONG TIC 3 LLC, and 900 LONG TIC 4 LLC.

(c) *Establishment of annual service charge.*

- (1) The City Council acknowledges that the Sponsor is the owner of the Workforce Housing Project, has already commenced construction, and has submitted a complete application prior to the consideration and adoption of this ordinance. Further the City Council have reviewed the application materials and determined that the factors set forth in Section 887.04(e) favor approval of the Sponsor's application.**
- (2) Subject to the conditions and requirements of this Chapter 887 and the Act, the six hundred eighteen (618) units in the housing development identified as Evergreen Park Apartments and Townhomes and the property on which they are constructed shall be exempt from all property taxes for not more than fifteen (15) years, commencing in the earliest tax year that all conditions are requirements are met.**
- (3) In lieu of all said property taxes on the six hundred eighteen (618) units in the housing development, the Sponsor shall pay, and the City will accept, an annual service charge for public services in the sum equal to eight percent (8%) of the annual shelter rents.**

Section 2. All ordinances, resolutions or rules, ordinances, parts of ordinances, resolutions or rules inconsistent with the provisions hereof are hereby repealed as they pertain to Evergreen Park Apartments and Townhomes at the time this exemption commences.

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

Section 4. This Ordinance shall take effect on the 30th day after enactment unless given immediate effect by the City Council, and shall expire December 31, 2034.

Ordinance #1339

An Ordinance of the City of Lansing, Michigan, to amend the Lansing Codified Ordinances, Chapter 206, Section 206.02, to add Section 206.02(a)(1)I. to add to and clarify the criteria that shall be considered in determining the lowest and most responsive and responsible bidder in construction contracts, and to require a scoring program for non-monetary criteria to be established by Resolution of Council.

THE CITY OF LANSING ORDAINS:

Section 1. That the Code of Ordinances of Lansing, MI be and is hereby amended by amending Chapter 206, Section 206.02, and shall read as follows:

206.02. - Purchases in excess of \$15,000.00; competitive sealed bids required; authority of Mayor.

(a) All supplies, service and construction items, except as otherwise provided below, when the estimated cost thereof equals or exceeds \$15,000.00, shall be purchased by formal written contract from the lowest and most responsible and responsive bidder after notice inviting competitive sealed bids.

(1) The Director shall provide for the procurement of competitive sealed bids as follows:

- A. An invitation for bids describing the requirements of the using agency shall be prepared.
- B. The invitation for bids shall be publicized by advertising at least once, in a newspaper of general circulation in the City, not less than five days preceding the last day set for the receipt of competitive sealed bids. In addition, the Director is encouraged to place the invitation for bids in any appropriate trade journals, professional publications or other appropriate publication, in order to encourage as much competition as possible. The newspaper notice required herein shall include a general description of the supplies, services or construction items to be purchased or sold and in addition shall state where bid blanks and specifications may be obtained, the date, time and place for the filing and opening of bids, whether or not bid, performance or payment bonds are required and, if required, the amounts thereof, and anything else the Director may feel is necessary.
- C. Sealed bids shall also be solicited from all persons who are on the most current bidder's list by mailing them a copy of such newspaper notice or another notice that will acquaint them with the proposed purchase or sale. Invitations for bids sent to prospective bidders on the bidder's list shall be limited to commodities that are similar in character and ordinarily handled by the trade group to which the bid invitations are sent. Failure to respond to three consecutive bid invitations shall result in removal from the bidder's list for one year. After one year, the potential bidder may reapply to be placed upon the bidder's list.
- D. Bids submitted in response to the invitation for bids shall be submitted sealed and, in addition, shall be identified as bids on the outside of the envelopes and

shall be accompanied by affidavits, where applicable, in such form and covering such matters as the Director approves, together with any bid security required.

- E. Bids shall be opened publicly at the time, place and date designated in the invitation for bids. Each bid, together with the name of the bidder, shall be recorded and the tabulation of all bids received shall be available for public inspection in the Finance Department.
- F. An invitation for bids may be cancelled, or any or all bids or proposals may be rejected, in whole or in part, as specified in the invitation for bids, when such rejection or cancellation is determined by the Director to be in the best interests of the City.
- G. The Director shall not knowingly accept the bid of a person who is in default in the payment of any taxes, licenses, fees, permits or any other moneys due the City or who is in any other respects disqualified according to any Federal or State law or any Municipal ordinance provision. A contract with a person who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable.
- H. The Director shall determine and recommend in writing to the Mayor the name of the lowest and most responsible and responsive bidder. In reaching a determination as to who the lowest and most responsible and responsive bidder is, the Director shall consider:
 - 1. The ability, capacity and skill of the bidder to perform the contract or provide the service or supplies required;
 - 2. Whether or not the bidder can perform the contract or provide the service or supplies promptly or within the time specified, without delay or interference;
 - 3. The character, integrity, reputation, judgment, experience and efficiency of the bidder in business;
 - 4. The quality of performance and time of completion by the bidder of previous contracts or services;
 - 5. The previous and existing compliance by the bidder with laws and ordinances relating to contract performance;
 - 6. The sufficiency of the financial resources, equipment and personnel resources and the ability of the bidder to satisfactorily perform the contract or provide the services or supplies;
 - 7. The quality, availability and adaptability of the supplies or services to the particular use required;
 - 8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - 9. The number and scope of any additional, limiting or qualifying conditions attached to the bid by the bidder; and
 - 10. Whether the supplies are recyclable, biodegradable or otherwise compatible with environmental concerns.

The failure of a bidder to promptly supply information in connection with an inquiry from the Director with respect to any of the provisions enumerated

herein may be grounds for a determination of nonresponsibility with respect to such bidder.

- I. When using public funds for construction work, especially those involving skilled trade workers, the City acknowledges that the best value and lowest overall cost is most often achieved through quality work done by a responsive and responsible bidder, rather than simply the lowest bidder. In reviewing such bids where the construction work is in excess of \$75,000.00, the Director shall request of bidders and consider the following additional criteria.**
 - 1. Relating to Section 206.02(a)(1)H.1., the ability, capacity, and skill of the bidder to perform the contract or provide the service or supplies required:**
 - (i) Documentation that the bidder and any subcontractor(s) participates in an apprenticeship program that is registered with the United States Department of Labor (USDOL) Office of Apprenticeship or by a State Apprenticeship Agency recognized by the USDOL Office of Apprenticeship;**
 - (ii) Evidence of the bidder's safety program and evidence of a safety-training program for employees and any subcontractor(s) addressing potential hazards of the proposed job site, including an authorized 10-hour U.S. Department of Labor - Occupational Safety and Health Administration (OSHA) construction safety course for all construction craft laborers to be employed at the site of work; and**
 - (iii) Copies of any documented violations by the bidder and any subcontractor(s) for the past 3 years, and the bidder's corrective actions as a result of inspections conducted by the Michigan Occupational Safety and Health Administration (MIOSHA), OSHA, or any other applicable safety agency.**
 - 2. Relating to Section 206.02(a)(1)H.3., the character, integrity, reputation, judgment, experience and efficiency of the bidder in business:**
 - (i) Evidence the bidder offers employer-sponsored healthcare benefits to employees;**
 - (ii) Evidence the bidder offers structured retirement plans, including pension or other employer provided plans;**
 - (iii) Evidence the bidder pays prevailing wage consistent with this Chapter on all jobs, not just those jobs required to be paid at prevailing by this Chapter.**
 - 3. Relating to Section 206.02(a)(1)H.5., the previous and existing compliance by the bidder with laws and ordinances relating to contract performance:**
 - (i) Compliance with state and local licensing and permitting requirements, as applicable; and**
 - (ii) Evidence the bidder properly classifies employees on jobsites as demonstrated by the utilization of 1099 workers compared to W-2**

employees on current and past jobs, relative to other bidders for the contract.

The City Council by resolution shall create a scoring system with points for each of the considerations described in this subsection and Section 206.02(a)(1)H., and shall forward it to the Mayor and Director for use in reviewing bidders for contracts that involve construction work.

- (2) The Mayor, upon receipt of the Director's written bid recommendation, shall have the sole responsibility and the authority to award any City contract for supplies, services or construction when the contract amount is equal to or exceeds \$15,000.00. When the award is not given to the lowest bidder, a written statement of the reasons for placing the award with a responsible and responsive bidder who is not the lowest bidder shall be prepared by the Mayor and filed with the City Clerk and Council and with the other papers relating to the bid at the time the transaction is made. The written statement shall be available for public inspection in the Finance Department.
- (b) No contract or purchase shall be subdivided to avoid the requirements of this section.

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

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

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council, and shall expire December 31, 2034.

RESOLUTION #2025-###

BY THE COMMITTEE ON _____
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor has made the reappointment of Mike Dombrowski as the First Ward member of the Park Board June 30, 2029; and

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

WHEREAS, the Committee on _____ took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointment of Mike Dombrowski as the First Ward member of the Park Board for a term to expire June 30, 2029.

Application for Appointment to Board or Commission

Thank you for your interest in serving on a Lansing Board, Commission, or Committee.

Certain boards, commissions, or committees require appointees to be a registered elector in the City of Lansing (Charter Section 2-102) and be a resident of Lansing for one year prior to taking office (Charter Section 2-102).

Appointees to every board, commission, or committee must not be in default to the City at the time of taking office (Charter Section 2-103.2) and not have been convicted, within 20 years of taking office, of a violation of the election laws of the City of Lansing, State of Michigan, or the United States; a violation of public trust; or any felony (Charter Section 2-103.1).

Lansing City Charter, Section 5-104, Ineligibility For Boards, restricts certain City employee activities on some boards: "No person holding another City office or activity employed by the City shall be eligible to be a voting member on any board."

Date	06/29/2021
First Name	Michael
Last Name	Dombrowski
Other name(s) by which you have been known, including maiden names	Michael Dombroski
Date of Birth	
Address	213 N Hayford Ave
City	Lansing
State	MI
Zip Code	48912

Email	mike.dombroski@gmail.com
-------	--------------------------

If you don't know which ward you live in, visit the [Lansing Neighborhoods Ward Map](#) and type in your address to find out!

Ward	Ward 1
------	--------

Precinct	5
----------	---

Best Phone Number to Contact You	
----------------------------------	--

In what year did you move to Lansing?	2016
---------------------------------------	------

Additional Information Regarding Experience and Credentials	Please see attached resume.
---	-----------------------------

Occupational Background	Please see attached resume.
-------------------------	-----------------------------

Educational Background	Please see attached resume.
------------------------	-----------------------------

Previous Appointments	Lansing Parks Board
-----------------------	---------------------

Current Appointments	Lansing Parks Board
----------------------	---------------------

Please attach a resume if available.	
--------------------------------------	--

File(s) attached:

 Mike_Dombroski_Resume_ParksBoard.pdf

First Choice for Board to Serve on	Parks Board
------------------------------------	-------------

Third Choice of a Board to Serve on	Planning Board
-------------------------------------	----------------

Fourth Choice of a Board to Serve on	Michigan Avenue Corridor Improvement Authority
--------------------------------------	--

Please comment briefly on why you wish to serve on a particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission.

Serving on the Parks Board would allow me to actively contribute to the improvement of the Lansing Parks that I use almost daily. I believe that Lansing needs to embrace its plethora of parks and continue to connect them to allow residents to truly enjoy them everyday. Green spaces reduce stress and I believe that Lansing needs to focus on linear small pocket parks throughout the city to breakup the larger roads and development in the area.

This certification is not required but may impact potential consideration of the appointment being sought. I authorize the use of the information provided above to conduct a background search, including but not limited to criminal history, residency, and indebtedness to the City of Lansing. If selected to serve, I further authorize additional background checks during the term of my service to ensure the required criteria continue to be met. I also acknowledge that I have the affirmative duty to inform the City if I become aware of any change or condition in my status that fails to meet the required criteria.

Agreement to Background Check Authorization

- I agree
-

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

Michael Dombrowski

Date & Time

06/29/2021 8:00 PM (EDT)

Receive an email copy of this form.

Yes

MIKE DOMBROWSKI

517.507.9547 • mike.dombrowski@protonmail.com

WORK EXPERIENCE

Siemens PLM, East Lansing, MI

August 2015 to Present

Senior Applications Engineer, HEEDS Technical Team

- Support sales team by developing and conducting software demonstrations, completing competitive technical benchmarks, and training prospective users to be successful.
- Distribute support cases to team based on availability and skill-set of team members. Provide excellent technical support and work with customers to develop meaningful optimization statements, troubleshoot automated analysis processes, and efficiently utilize their existing hardware resources. Primary support contact for Amesim and STAR-CCM+ projects, Linux systems, job schedulers, and processes requiring advanced scripting.
- Develop quotations for potential services projects. Create timely and comprehensive reports to support customers' product design requirements. Responsible for \$120k in consulting and mentoring revenue in FY2017.

Dassault Systèmes SIMULIA, Providence, RI

January 2015 to July 2015

Technical Specialist, Innovation Lab

- Created engaging and persuasive technical presentations to convey the value of SIMULIA products and services to prospective customers.
 - Spearheaded the technology vision presentation for the 2015 SIMULIA Customer Conference. Collaborated with development, industry growth, and marketing to develop a clear and concise message.
 - Created a presentation on opportunities in renewable energy and delivered it to a group of Rhode Island policy makers.
- Secured funding for the development of augmented and virtual reality experiences for visualization of simulation information. Implemented these experiences using structural simulation data and the Unity development environment.

Dassault Systèmes SIMULIA, Providence, RI

December 2013 to January 2015

User Experience Solutions Manager, Industry Growth

- Ensured SIMULIA provided the right tools to their aerospace and defense customers.
 - Chaired a cross functional team composed of members of development, sales, marketing, and support to capture customer needs and market trends.
 - Coordinated the aerospace hybrid meshing project that provided feedback to development based on customer requirements. Worked closely with customers to understand their workflows and helped prioritize development tasks.
- Accelerated computation fluid dynamics development and adoption by providing feedback to development on usability, developing technical material, and giving technical guidance to support strategic engagements.
- Redesigned and constructed a quadcopter using SIMULIA technology to demonstrate the value of simulation for the 2014 SIMULIA Customer Conference. This hardware and software story telling approach was replicated throughout the company.

MIKE DOMBROWSKI

517.507.9547 • mike.dombrowski@protonmail.com

CD-adapco, Northville, MI

2012 to 2013

Principle Application Engineer, Pre-Sales

- Responsible for the development, marketing, training, and support of Optimate, an automation and optimization plugin for STAR-CCM+.
- Created Optimate to fill a gap in the product offering at CD-adapco: an automated method to perform multiple analyses for experimental replication, design of experiments, sensitivity analyses, and multi-objective parameter optimization. I worked closely with Red Cedar Technology to embed their tools which provided the required technology.
- Worked with the marketing department to create material to sell Optimate internally and externally based on strengths of the tool and weaknesses of competing solutions.
- Primary application engineer and support team resource in North America for fluid-structure interaction problems using STAR-CCM+ and Abaqus.

CD-adapco, Northville, MI

2011 to 2012

Senior Application Engineer, Pre-Sales

- Primary support team resource in North America for custom scripting work using Java.
 - Developed plugins in STAR-CCM+ for performing common meshing operations, creating attractive post-processing plots, and calculating boundary layer thickness and mesh size. These were distributed internally and are widely used by support engineers.
- Collaborated with sales team to create sales strategies that focused on customer goals, current design processes, and strengths of CD-adapco software.
- Implemented a momentum source model in STAR-CCM+ for studying fuselage-rotor interaction using custom scripts in Java.

CD-adapco, Plymouth, MI

2009 to 2011

Application Engineer, Pre-Sales

- Communicated value of STAR-CCM+ using product demonstrations, technical benchmarks, and customized training sessions. This required extensive domestic and international travel to client sites to provide dedicated technical support.
- Worked with over 100 industry leaders including: Aerojet, Bombardier, Bell Helicopter, Chrysler, Ford, General Motors, Gibbs Sports, Hamilton Sundstrand, and Raytheon.

EDUCATION

B.S.E. Aerospace Engineering, University of Michigan, Ann Arbor, MI

April 2008

Graduated magna cum laude, GPA 3.6/4.0

Minored in Applied Mathematics

COMPUTER SKILLS

Programming: Bash, C++, Java, Python

Engineering Software: Abaqus, Amesim, HEEDS, Matlab, NX, OpenPBS, SolidWorks, STAR-CCM+

Platforms: Linux, Windows

ACTIVITIES AND INTERESTS

Bicycling – avid cyclist and advocate

Hiking – thru-hiked the Pacific Crest Trail in 2013 – <http://pct.mikedombrowski.com/>

Rowing – coached at Ann Arbor Rowing Club from 2008 to 2013

Eagle Scout recipient

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

Act-3-2025, 2020 and 2600 East Mount Hope Avenue, Utility Easement

WHEREAS, Consumers Energy has requested a fifteen (15) feet-wide utility easement, beginning 33 feet from the north property line of 2020 East Mount Hope Avenue, Parcel Identification Number 33-01-01-26-101-003, for the installment of natural gas distribution lines; and

WHEREAS, Consumers Energy has requested a fifteen (15) feet-wide utility easement beginning 33 feet from the north property lines of 2600 East Mount Hope Avenue, Parcel Identification Number 33-01-01-26-276-111, for the installment of natural gas distribution lines; and

WHEREAS, Consumers Energy will replace and install a natural gas main within the easement area; and

WHEREAS, the City of Lansing shall not plant any trees or install any improvements within the easement area; and

WHEREAS, Consumers Energy shall restore any area of the easement damaged during their original installation, maintenance, repair, replacement, or removal of Consumers' facilities, to its previous condition as reasonably practical; and

WHEREAS, on September 2, 2025, the Planning Commission reviewed the location, character, and extent of the proposal for the subject easement in accordance with its Act 33 review procedures and voted unanimously (6-0) to recommend approval of Act-3-2025, 2020 and 2600 East Mount Hope Avenue, Utility Easement, as proposed; and

WHEREAS, the Committee on Development and Planning has reviewed the report and recommendation of the Planning Commission and concurs therewith;

NOW THEREFORE BE IT RESOLVED, the Lansing City Council hereby approves the request to create a utility easement extending fifteen (15) feet-wide along the north property lines of 2020 East Mount Hope Avenue, legally described as:

The South 15.00 feet of the North 48.00 feet of the following described parcel:

NW 1/4 SEC 26 EXC SW 1/4 OF SW 1/4, ALSO EXC S 1/2 OF SE 1/4, ALSO EXC LANDS IN NW 1/4 OF NW 1/4 USED FOR AURELIUS RD WIDENING; SEC 26 T4N R2W

And

The South 15.00 feet of the North 48.00 feet of the following described parcel:

COM N 1/4 COR SEC 26, TH S 2640 FT TO CL FOREST RD, E 1320 FT, N 825 FT, E 720.32 FT TO W R/W LINE I-496, N ON R/W LINE 1446 FT, W 723.5 FT, N 369.5 FT, W 1320 FT TO BEG; SEC 26 T4N R2W EVERGREEN CEMETERY

for the amount of One Dollar (\$1.00) and other valuable consideration.

BE IT FINALLY RESOLVED, that the Mayor, on behalf of the City, is hereby authorized to sign and execute all documents to complete this transaction, subject to prior approval as to content and form by the City Attorney.

Act-3-2025, 2020 and 2600 E Mt. Hope Ave., Utility Easement - STAFF REPORT

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

APPLICANT	Consumers Energy
PROPOSAL:	Permanent easement for natural gas distribution line infrastructure
PARCEL(S):	2020 E Mt. Hope Ave. PID # 33-01-01-26-101-003 2600 E Mt. Hope Ave. PID # 33-01-01-26-276-111
CURRENT OWNER(S):	City of Lansing
EXISTING LAND USE	Use: Fenner Nature Center (2020), Evergreen Cemetery (2600)
& ZONING:	Zoning: R-1 Residential
PROPERTY SIZE AND SHAPE:	Easement 15' running length of north property line(s).
SURROUNDING ZONING & LAND USE	North: MX-1, R-1; neighborhood commercial, residential South: R-1, MFR; single- and multi-family residential West: R-1; cemetery East: R-1; golf course

ANALYSIS

BACKGROUND:

Consumers Energy proposes to create a 15-foot wide utility easement along the north property lines of Fenner Nature Center and Evergreen Cemetery, 33 feet from the right-of-way, for the purpose of installing underground natural gas distribution lines that will serve customers within the City.

Existing infrastructure within the area will be replaced and is scheduled for June 1, 2026 to October 1, 2026. All work will be done by directional boring to minimize site disturbances. Neither property will be closed during any construction. Consumers estimates a 100-year lifespan on the new line. Requirements for site maintenance and restoration are covered in the draft easement agreement. Construction is not expected to impact any residential neighbors and no streets are expected to be closed. Any closures or disruptions to the sidewalk or street network would be properly approved and coordinated by the Public Service Department.

LOCATION:

Fenner Nature Center and Evergreen Cemetery are in the south-central area of the City, along the eastern city limits. The easement area covers a 15-foot wide path, 33 feet from the E Mt. Hope

Ave. right of way and extending along the entirety of both north property lines. The proposed easement area does not have any structures or infrastructure and is existing greenspace.

CHARACTER:

All infrastructure will be underground under unimproved greenspace. The area will continue to be greenspace in perpetuity. Part of the easement agreement is that no development takes place, but according to the Parks and Recreation Department, no development has been planned for the subject area.

EXTENT:

The extent of the infrastructure will be underground, within the 15 feet space along the north border of the property, approximately 38,100 square feet (Fenner) and 19,760 square feet (Evergreen). The terms of the easement prohibit any future improvements within the area of the easement

Any trees that are removed during construction should have replacement trees planted on-site, or as street trees within nearby neighborhoods, as approved by Parks and Recreation, Public Service, and the applicant.

AGENCY REFERRALS

Lansing Board of Water and Light (BWL)

- No comment received.

Public Service Department: (Nicole McPherson, City Engineer)

- Transportation: no comment received.
- No objection from Public Service.

Lansing Fire Department:

- No comment received.

Lansing Parks and Recreation Department:

(Brett Kaschinske, Director)

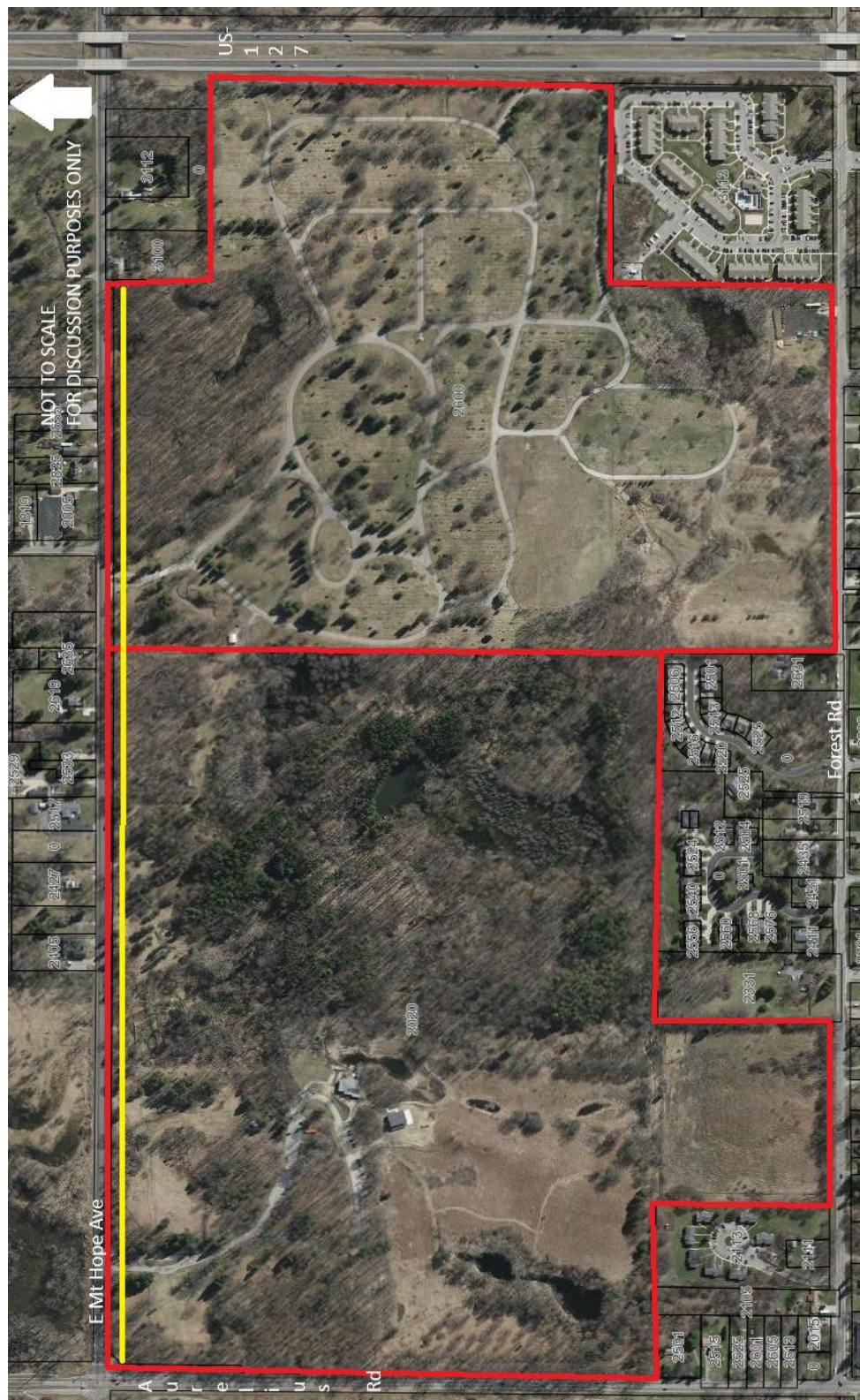
- Consumers has worked with us on this and we have no issues. We have met in regards to the trees and see very little impact.

STAFF RECOMMENDATION

Staff recommends approval of Act-3-2025 as proposed.

Respectfully submitted,
Andy Fedewa, Planner

AERIAL



EASEMENT FOR GAS FACILITIES

Line 1026 Mt. Hope DAPP 22996

SAP# 44335303

Agreement# MI00000086661

CITY OF LANSING PARKS & RECREATION DEPARTMENT, a Michigan municipal department, whose address is 124 West Michigan Avenue, 8th Floor, Lansing, Michigan 48933 (hereinafter "Owner") for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCL 207.505(f) and from State real estate transfer tax pursuant to MCL 207.526(f)] grants and warrants to CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers") a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Lansing, County of Ingham, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain (including cathodic protection systems), inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, protect, and abandon in place a pipeline or pipelines in, on, under, over, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any associated valves, fittings, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, and facilities, whether above or below grade, necessary, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be necessary or convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing natural gas.

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

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

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

Blocking Access: Except in case of emergency, Consumers shall use its best efforts not to block ingress and egress to Owner's Land during construction and other activities on Owner's Land.

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

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

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

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

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

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

- 1) all actions that are required by any federal, state, or local governmental agency or political subdivision, and
- 2) all actions that are necessary to restore the Easement Area to the condition existing prior to the release or introduction of such contaminants, hazardous waste, hazardous substances, pollutants, or toxic substances, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The actions required by Consumers pursuant to this paragraph include, but are not limited to:
 - a) the investigation of the environmental condition of the Easement Area;
 - b) the preparation of any feasibility studies, reports, or remedial plans required by law or governmental policy, and
 - c) the performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off the Easement Area. Consumers will proceed continuously and diligently with such investigatory and remedial actions.

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: _____

Owner: CITY OF LANSING PARKS & RECREATION DEPARTMENT, a Michigan municipal department

Signature

By: Andy Schor_____

Its: Mayor_____

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, _____, on _____ by Andy Schor, Mayor of the City of Lansing Parks & Recreation Department, a Michigan municipal department, on behalf of the department.

Notary Public

Print Name

County, _____

Acting in _____ County

My Commission expires: _____

Prepared By: Tabitha Metcalf, 7/17/2025
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201
Project Manager: Stacy L. Gilbertson

After recording, return to:
Carrie Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

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

The Northwest 1/4 of Section 26, Town 4 North, Range 2 West, except the Southwest 1/4 of the Southwest 1/4, also except the South 1/2 of the Southeast 1/4, also except lands in the Northwest 1/4 of the Northwest 1/4 used for Aurelius Road widening.

Also known as: 2020 East Mt. Hope Avenue, Lansing, Michigan 48910

Parcel ID: 33-01-01-26-101-003

AND

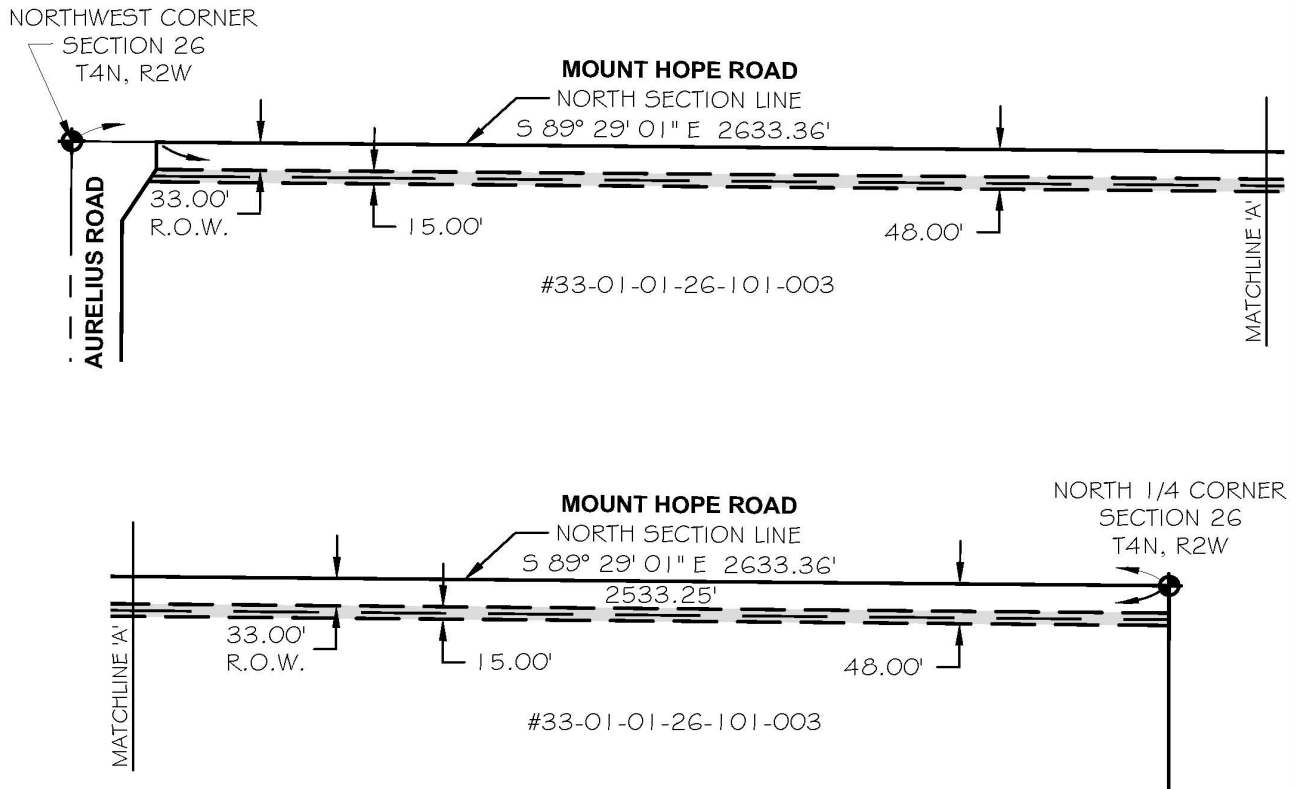
The Northeast 1/4 of Section 26, Town 4 North, Range 2 West, described as: Commencing at the North 1/4 corner; thence South 2640.00 feet to the centerline of Forest Road; thence East 1320.00 feet; thence North 825.00 feet; thence East 720.32 feet to the West right of way line 1446.00 feet; thence West 723.50 feet; thence North 369.50 feet; thence West 1320.00 feet to the Beginning.

Also known as: 2600 East Mt. Hope Avenue, Lansing, Michigan 48910

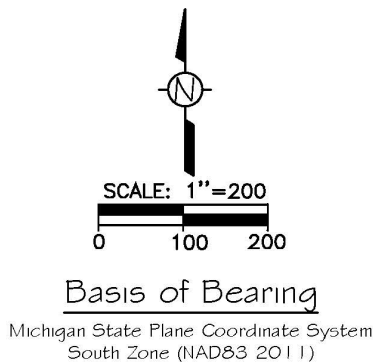
Parcel ID: 33-01-01-26-276-111

EXHIBIT B

Gas Pipeline No. 1026F Mt Hope - DAPP 22996



- Legend**
- Approximate Property Line
 - UG Gas Pipeline - Proposed
 - Proposed Gas Facilities Easement (0.87 acre)



Matthew Schuelke

Consumers Energy

SSI
surveying solutions, inc.
SURVEYING • ENGINEERING • CONSTRUCTION SERVICES

Gas Pipeline No. 1026F
Mt Hope - DAPP 22996
NW 1/4 Section 26
T4N, R2W, City of Lansing
Ingham Co., Michigan

Drawing No. SA-26394PARCEL33-01-01-26-101-003

Filename: SA26394PARCEL33-01-01-26-101-003.dwg
Field Crew: n/a
Field Book No. 24299
Drawn By: M. Schuelke
Date: 8/13/2025
Scale: 1" = 200'
Sheet 1

8/13/2025 3:15 PM g:\projects 2023\sa26394\dwg\sa26394parcel33-01-01-26-101-003.dwg

EXHIBIT B

Gas Pipeline No. 1026F Mt Hope - DAPP 22996

Legal Description: Proposed Gas Facilities Easement

The South 15.00 feet of the North 48.00 feet of the following described parcel:

The Northwest 1/4 of Section 26, Township 4 North, Range 2 West, City of Lansing, Ingham County, Michigan.
Except the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4, Also except lands in the Northwest 1/4 of the Northwest 1/4 used for Aurelius Road widening.

Description for Parcel 33-01-01-26-101-003 is based upon Ingham County Tax Records and GIS.



Matthew Schuelke

Consumers Energy

SSI
surveying solutions, inc.
SURVEYING • ENGINEERING • CONSTRUCTION SERVICES

Gas Pipeline No. 1026F
Mt Hope - DAPP 22996
NW 1/4 Section 26
T4N, R2W, City of Lansing
Ingham Co., Michigan

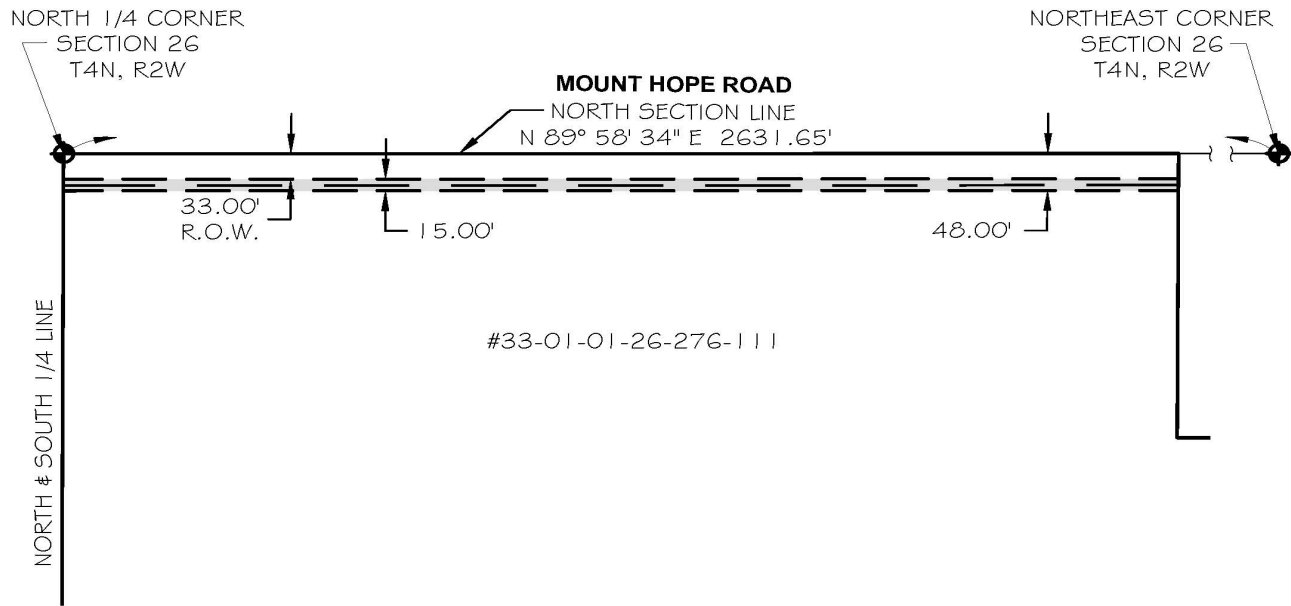
Drawing No. 5A-26384PARCEL33-01-01-26-101-003

Filename: 5A26384PARCEL33-01-01-26-101-003.dwg
Field Crew: n/a
Field Book No. 24299
Drawn By: M. Schuelke
Date: 8/13/2025
Scale: n/a
Sheet 2

8/13/2025 4:50 PM g:\projects 2023a\24289\dwg\5a26384\parcel33-01-01-26-101-003.dwg

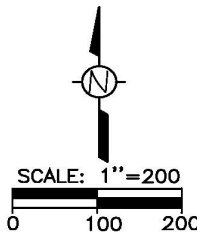
EXHIBIT B

Gas Pipeline No. 1026F Mt Hope - DAPP 22996



Legend

- Approximate Property Line
- UG Gas Pipeline - Proposed
- Proposed Gas Facilities Easement (0.45 acre)



Basis of Bearing

Michigan State Plane Coordinate System
South Zone (NAD83 2011)



Matthew Schuelke

Consumers Energy

SSI
surveying solutions, inc.
SURVEYING • ENGINEERING • CONSTRUCTION SERVICES

Gas Pipeline No. 1026F
Mt Hope - DAPP 22996
NE 1/4 Section 26
T4N, R2W, City of Lansing
Ingham Co., Michigan

Drawing No. SA-26394PARCEL33-01-01-26-276-111

Filename: SA26394PARCEL33-01-01-26-276-111.dwg
Field Crew: n/a
Field Book No. 24299
Drawn By: M. Schuelke
Date: 8/13/2025
Scale: 1" = 200'
Sheet 1

8/13/2025 3:11 PM g:\projects 2023\24299\dwg\sa26394\parcel33-01-01-26-276-111.dwg

EXHIBIT B

Gas Pipeline No. 1026F Mt Hope - DAPP 22996

Legal Description: Proposed Gas Facilities Easement

The South 15.00 feet of the North 48.00 feet of the following described parcel:

A parcel of land in the Northeast 1/4 of Section 26, Township 4 North, Range 2 West, City of Lansing, Ingham County, Michigan described as: Beginning at the North 1/4 corner of said Section 26; thence South 2640 feet to the centerline of Forest Road; East 1320 feet; North 825 feet; East 720.32 feet to the West Right of Way line of I-496; North on West Right of Way line of I-496, 1446 feet; West 723.5 feet; North 369.5 feet; West 1320 feet to the Point of Beginning.

Description for Parcel 33-01-01-26-276-111 is based upon Ingham County Tax Records and GIS.



Matthew Schuelke

Consumers Energy

SSI
surveying solutions, inc.
SURVEYING • ENGINEERING • CONSTRUCTION SERVICES

Gas Pipeline No. 1026F
Mt Hope - DAPP 22996
NE 1/4 Section 26
T4N, R2W, City of Lansing
Ingham Co., Michigan

Drawing No. SA-26394PARCEL33-01-01-26-276-111

Filename: SA-26394PARCEL33-01-01-26-276-111.dwg
Field Crew: n/a
Field Book No. 24299
Drawn By: M. Schuelke
Date: 8/13/2025
Scale: n/a
Sheet 2

8/13/2025 4:58 PM g:\projects 2023a\24299\dwg\sa26394\parcel33-01-01-26-276-111.dwg



ACT 33 REVIEW APPLICATION

CITY OF LANSING
PLANNING OFFICE

[Reset Form](#)[Print](#)

FILE NUMBER: ACT- 3-2025

DATE SUBMITTED: _____

Applicant: Consumers Energy

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

Phone number: 517-788-8912

Fax number: _____

Email: Joseph.LawsonIII@cmsenergy.com

Interest in Property:

☐ Owner

☐ Represent owner

☐ Option to buy

☒ Other: Public Utility Easement Request

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

Name of owner(s): Same as above

Address (including zip code): _____

Phone number(s): _____

Fax number: _____ Email: _____

SUBJECT PROPERTY GENERAL INFORMATION:

Address (if any): 2020, 2600 East Mt. Hope Avenue

Location description: East Mt. Hope Avenue east of Aurelius Rd (Fenner Nature Ctr)

Permanent parcel #: 33-01-01-26-101-003, 33-01-01-26-276-111

Legal description (see note below): attached

Applicant's proposal:

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

REQUESTED ACTION: (please check one)

- ☐ City Acquisition of Property ☐ Street or Alley Closure ☐ City Sale of Property
- ☐ Vacation of R.O.W ☐ Significant Change of Use of City Property
- ☒ Other: **Public Utility (Consumers Energy) Easement Acquisition**

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

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

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

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

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

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

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

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

NOTE:

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

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

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

FEES:

Consolidated Rate: \$650.00

Signature of applicant:

Joseph
Lawson

Digitally signed by Joseph
Lawson
Date: 2025.08.25
13:49:23 -04'00'

/ _____
Date

Signature of owner(s):

Joseph
Lawson

Digitally signed by Joseph
Lawson
Date: 2025.08.25
13:49:44 -04'00'

/ _____
Date

_____/ _____
Date

_____/ _____
Date

SUBMIT THE FULLY COMPLETED APPLICATION TO THE ADDRESS BELOW.

For assistance, please contact:

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

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: July 18, 2025

SUBJECT: Sole Source – Orbit.Bid, Miedema Asset Management

The HRCS Department requests that Orbit,bid, Miedema Asset Management be designated as a Sole Source provider of the purchase of 50 Mod Pod Houses.

Please see the attached letter from Kim Coleman regarding the request. The purchase was through a surplus bid from Orbit.Bid, Miedema Asset Management. The City was awarded the bid.

Based on the attached letter we recommend issuing a sole source purchase order to Orbit,Bid, Miedema Asset Management in the amount of \$ 600,000 per the request of the HRCS Department.

Attachment

Date: _____

Approved _____ Denied _____

Andy Schor, Mayor

Sole Source Cover Sheet

Request to Sole Source Modular Shelter Pods (ModPod) Purchase

Project: _____

206.05. - Sole source procurement. **This request adheres to the portions of the ordinance checked below.**

(c) The criteria to be followed by the Director in determining that there is only one source for supplying the requested supply, service, or construction item are:

_____ Special features are required; or

X

_____ Special market conditions exist; or

_____ Special services or facilities are required; or

_____ The source is unique or special in nature; or

_____ The source is limited or proprietary; or

_____ Sales territories or product availability within limited geographical boundaries require sole source procurement; or

_____ Where standardization or compatibility is the overriding consideration and such compatibility or standardization can only be achieved through the purchase or use of a unique product; or

_____ Where a product or service is specifically identified as part of a grant award.

Discussion/Notes:

Sole Source Manufacturer –

LIT Solutions

Sole Source Agent/Distributor or Consultant–

Kurt Mingerink, Miedema Asset Management Group

Christina Ayers, Housing Resources, Inc.



Andy Schor, Mayor

City of Lansing
Human Relations & Community Services Department
124 West Michigan Avenue • 4th Floor City Hall
Lansing, Michigan 48933
(517) 483-4477 • (517) 377-0078 (Fax)

MEMORANDUM

TO: Stephanie Robinson, Senior Buyer

FROM: Kimberly A. Coleman, Director, HRCS

DATE: July 17, 2025

SUBJECT: Request to Sole Source ModPods Purchase

In response to the increase in unsheltered individuals and the chronic housing shortage, the Human Relations and Community Services department issued a Request for Proposals (RFP) in March 2024 to solicit bids for temporary living spaces or alternative shelter options that would serve as transitional and emergency housing for those displaced or part of the unsheltered population in Lansing. Unfortunately, the responses received through the competitive bidding process were significantly higher than anticipated, making the costs unaffordable within current budget constraints.

Recent developments in the market have presented a unique opportunity to acquire these temporary living spaces under substantially more favorable terms. Specifically, Housing Resources Inc. (HRI), in response to the COVID-19 pandemic and the increased number of unsheltered people, purchased 50 tiny housing units called ModPods. The initial plan was to use these units to provide a solution for individuals and families in Kalamazoo County, Michigan. Since then, their local government and community organizations have developed alternative solutions and decided not to proceed with the project. These units appear to be in pristine, never-used condition. They are disassembled and remain in their original packaging and shipping condition on 4x9 flats.

More recently, HRI commissioned Miedema Asset Management Group to sell 50 ModPods. HRCS reached out to the sellers, who secured approval to accept an offer of \$600,000 for the purchase of 34- 8x8x8 and 16- 8x8x16 ModPods that are insulated and fully furnished, including heating and cooling. This price is approximately half the cost of the lowest bids received through the previous RFP process.

This opportunity is particularly advantageous because:

- The purchase price of \$600,000 represents a significant reduction—approximately 50%—compared to prior quotes, enabling us to allocate resources more effectively toward other critical services.
- The pods are part of a limited market release, and the opportunity to purchase directly from HRI is only available under these special market conditions.
- The offer is time-sensitive, and immediate action is necessary to secure the pods before the market opportunity expires.
- These pods were manufactured specifically for the Kalamazoo project and meet the required specifications for safe, durable, and dignified housing solutions

Given these factors, sole sourcing this purchase is suggested to achieve cost efficiency, meet urgent community needs, and capitalize on a unique market opportunity that would otherwise be unavailable through standard procurement processes. Therefore, we request approval of the sole source purchase of 50 pods from HRI at the negotiated price of \$600,000 to expedite the provision of safe shelter for our community's most vulnerable populations.

The account to be used for funding this request will be determined by the finance department.

PURCHASE AGREEMENT

This Purchase Agreement (“Agreement”) is entered into and made effective as of the date of the last signature below, by and between:

Seller:

Orbitbid.com

601 Gordon Industrial Court
Byron Center, MI 49315
 (“Seller”)

and

Buyer:

City of Lansing, HRCS

124 W. Michigan Avenue, 4th Floor, City Hall
Lansing, MI 48933
 (“Buyer”)

RECITALS

WHEREAS, the Seller agrees to sell and the Buyer agrees to purchase certain multi-use structures on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Description of Goods

The Seller agrees to sell, and the Buyer agrees to purchase, the following items:

- **Fifty (50) ModPods Multi-Use Structures**, currently disassembled, and sold **as-is, where-is**, with **no warranty written, expressed, or implied**.
 - Thirty-four (34) units measuring **8' x 8' x 8'**
 - Sixteen (16) units measuring **16' x 8' x 8'**

2. Purchase Price

The total purchase price for the goods shall be **\$600,000.00 USD**, calculated as:

- \$12,000.00 per unit × 50 units = \$600,000.00

3. Payment Terms

Buyer shall remit full payment to Seller in the amount of **\$600,000.00 USD within five (5) business days** of the effective date of this Agreement.

Payment shall be made to:

Orbitbid.com

601 Gordon Industrial Court

Byron Center, MI 49315

Payment instructions to be provided upon execution of this Agreement.

4. Removal of Items

Buyer shall remove all items described in Section 1 **no later than July 28, 2025**. Buyer is responsible for all costs and logistics related to the removal of the items.

5. Condition of Goods

The Buyer acknowledges and agrees that the goods are being sold **as-is, where-is**, and that **no warranties** or representations have been made by the Seller regarding the condition, usability, or suitability of the goods for any particular purpose.

6. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all prior negotiations, understandings, or agreements. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

8. Signatures

IN WITNESS WHEREOF, the parties have executed this Purchase Agreement as of the dates written below.

SELLER:

Orbitbid.com

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

City of Lansing, HRCS

By: _____

Name: _____

Title: _____

Date: _____



CITY OF LANSING
124 W. Michigan Ave
Lansing, MI 48933
(517) 483-4128

TO: ORBITBID.COM INC
601 GORDON INDUSTRIAL CT SW
BYRON CENTER, MI 49315

PURCHASE ORDER	
P.O. NUMBER	P092952
DATE	08/21/2025
VENDOR I.D.	V051919
FOB	DELIVERED
REQUISITION NO	PR022440

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE

DELIVER ITEMS TO:
CITY OF LANSING HUMAN RELATIONS & C 124 W MICHIGAN 4TH FLOOR LANSING, MI 48933 ATTN DAPHINE WHITFIELD

SEND INVOICE TO:
CITY OF LANSING HUMAN RELATIONS & C 124 W MICHIGAN 4TH FLOOR LANSING 48933

Item No.	QTY	Description	Unit Price	Extended Price
1	50.00	ALTERNATIVE TEMPORARY SHELTER 101-833730-960380 \$600,000.00	\$12,000.00	\$600,000.00
Total:				\$600,000.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

Federal Tax ID: 38-6004628

Date
Printed: 08/21/2025

AUTHORIZED SIGNATURE *Crystal L Thomas*

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson, Senior Buyer
DATE: August 25, 2025
SUBJECT: Sole Source Purchase – Orbitbid.com

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Human Relations and Community Service Department
Vendor: OrbitBid.com
Item Purchased: 50 Mod Pods
Dollar Amount: \$ 600,000.00

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

sr



Sole Source Memo Letter

Information Page

Creator

Stephanie Robinson

Contact Person *

Stephanie Lee Robinson

Department**Contact Person****Phone**

5174834128

Contact Person Email

stephanie.robinson@lansingmi.gov

Goods or Service? *

☒ Goods

☐ Services

Vendor Name *

Orbit.bid, Miedema Asset Management

Vendor Number**Approval Deadline**

7/25/2025

Proposed Start Date

7/25/2025

Proposed End Date

7/28/2025

Account Number**Purchase Order
Number****Deadline Info****Justification**

Purchase of 50 ModPods thru Orbit.bid, Miedema Asset Management. Surplus auction thru Orbit.bid. for HRCS for temporary housing for Homeless.

Routing

Mayor's Office: Click Forward Packet, then submit to complete task.

Mayor Approval

☒ Approved ☐ Denied

Mayor Signature
(Approval)



Support Documents

SOLE SOURCE MEMO TO MAYOR FROM PURCH FOR ORBIT,BID, MIEDEMA ASSET MANAGEMENT.pdf	85.04KB
Sole Source Request for Pods with Cover Sheet 071725 from dept to purchasing.pdf	2.84MB
ModPod Sealed Bid PURCHASE AGREEMENT 07082025.pdf	167.53KB

Purchasing PO

P092952 ORBITBID.COM INC.pdf	91.64KB
------------------------------	---------

Cover Letter

SOLE SOURCE MEMO FOR ORBIT.BID TO COUNCIL - MAYOR.pdf	112.59KB
---	----------

Forward Packet*

☒ Done

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: May 28, 2025

SUBJECT: Sole Source – Tetra Tech

The Public Service Department – Engineering Division & WWTP requests that Tetra Tech of Lansing be designated as a Sole Source consultant for the procurement of Solar Array (AC Side) Project at WWTP.

Please see the attached letter from Andrew Kilpatrick regarding the request for the Solar Array Project services – (AC Side).

Based on the attached letter purchasing recommends issuing a sole source purchase order to Tetra Tech in the amount of \$206,000 from account 273.453603.972000.50270 per the request of Public Service Department – Engineering & WWTP .

Attachment

Date: _____

Approved _____ Denied _____

Andy Schor, Mayor



March 12, 2025

Mr. Keith Moss, Superintendent
Lansing Wastewater Treatment Plant
1625 Sunset Avenue
Lansing, MI 48917

**Re: WWTP Solar Array Improvements
Design and Construction Phase Engineering Services Proposal**

Dear Mr. Moss:

As requested, we offer the following proposal for the engineering services associated with the design and installation of a solar array at the City of Lansing WWTP. This proposal covers the design of the AC side of the solar array system, and we understand that the demarcation line between the design under this contract and the design by the solar array design-build team will be the upstream end of the electrical cable running from the solar array(s) to the Wastewater Treatment Plant building(s), where it will be connected to the inverters needed for the solar PV system.

We also understand that this project will be a traditional design-bid delivery process. The improvement will generally follow the description of work presented in the September 2023 City of Lansing Wastewater Non-Process Improvements Task Order 1 Report prepared by JCI. The City will be utilizing federal grant funds to fund a portion of this project.

SCOPE OF SERVICES

Design

- Review size of step-up transformers with solar array designer.
- Detail connection of the solar arrays at the WWTP to the existing plant distribution system. Recommend connecting into the existing 4160V system, as the recently replaced switchgear was designed with this in mind for future connections.
- Work with solar array designer to implement Lansing Board of Water and Light (BWL) protections required at the existing main switchgear. This would be done in accordance with the BWL interconnection agreement.
- Prepare detail one-line diagrams showing duct banks, conduit and wire, and primary fusing for disconnect switches, surge arrestors, and protection of the step-up transformers.
- Prepare detail of the system network connections for integrating the solar array equipment to the existing plant-wide SCADA system. Alarms and statuses will be integrated to the existing plant SCADA system for monitoring status and alarms. Energy values would also be displayed and trended in the existing SCADA historian. Connection will be done with 50-micron OM3 multimode fiber optic cabling.
- Update the existing arc flash analysis. This would include updating the existing SKM software model files that the plant owns, and revising the model to include these upgrades to the electrical system at the plant. We will specify that the switchgear manufacturer is to update these files and return them to the plant. New arc flash labels will be installed where changes are made to the existing electrical system.
- Provide grounding details at each of the step-up pad mount transformers.
- Prepare an opinion of probable construction cost for the improvements and review with the City.
- Prepare bid documents for the purchase and installation of the solar panels and support systems.

Tetra Tech

3497 Coolidge Road, East Lansing, MI 48823
Tel 517.316.3930 Fax 517.484.8140 www.tetrattech.com

Bidding

Provide one (1) copy of the Contract Documents (engineering drawings and specifications) and any addenda which may be issued to bidding service agencies. Additional sets required for bidding will be sold to bidders or others for a nominal fee equal to the cost of printing and handling.

- Conduct one (1) pre-bid meeting, maximum of one (1) day, at the City's facility.
- Respond to questions and prepare and issue addenda as required to interpret, clarify, or expand the bidding documents.
- Review and evaluate the apparent low bidder's qualifications for undertaking the work.
- Consult with and advise the City as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor of those portions of the work as such acceptability is required by the bidding documents.
- Assist the City in evaluating bids and make a recommendation of award of the contract.
- Assist the City in obtaining the insurance, performance bond, and payment bond certificates and other such submittal items required from the Contractor by the contract documents so that construction of the project can begin.

Construction

- Engineer shall function as the Owner's representative during the work.
- Engineer to conduct one (1) pre-construction meeting at City facility.
- Engineer to conduct progress meetings. Two (2) meetings planned.
- Engineer will review equipment and material submittals for conformance with the contract documents.
- Engineer shall make periodic visits to the construction site to observe the Contractor's progress and answer contractor questions. Engineer shall be on site during system startup. Five site visits with an effort of 50 hours have been included in the budget for site visits and on-site, system startup activities.
- Engineer shall review pay applications and answer RFIs. Our budget includes two pay applications and three RFIs.
- Engineer shall modify the drawings to conform to construction records at the conclusion of the project.

Programming

- Provide and attend startup of the panels to confirm the installation was performed as designed.
- Provide integration of the solar array into the plant-wide SCADA system via multimode fiber optic cabling. The solar arrays will communicate via Ethernet/IP and Modbus IP, so this can be integrated into the new controllers that are planned in the SCADA upgrade.

ITEMS PROVIDED BY CITY

- An interconnection agreement between the City and BWL will be required to allow for parallel operation of the solar arrays with each BWL incoming electrical service.

ASSUMPTIONS

- City will perform the advertisement for bid
- City is providing administration services for the solar array, design-build project.

SCHEDULE

We are prepared to begin these efforts immediately upon receiving approval to proceed. We anticipate the following schedule for the project:

Task	Completion Date
Construction Plans	July 2025
Obtain Construction Bids / Award of Contract	July 2025

COMPENSATION

Compensation for our services will be based on our hourly rates, our standard overhead, and a fixed fee of 12%. We propose a budget of \$206,000 for the design and construction phases of the project.

Please review this proposal and if you approve, please sign in the space below and return one original copy of this proposal for our records. Our Standard Terms and Conditions are attached and considered part of this proposal.

Thank you for the opportunity to assist the City of Lansing with this Wastewater Treatment Plant project. If you have any question regarding this proposal, please contact our office.

Sincerely,



David S. Christian, P.E.
Senior Project Manager

Attachment

PROPOSAL ACCEPTED CITY OF LANSING:

By: _____

Title: _____

Date: _____

Tetra Tech of Michigan, PC

Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement

are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute
Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate
Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage
Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute

contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate applicable laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the

Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Lien Rights Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

Personal Data Each party shall comply with all applicable laws and regulations relating to the processing, protection, or privacy of personal data, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction. Each party agrees that it shall keep such personal data in a secure technological environment.



CITY OF LANSING
124 W. Michigan Ave
Lansing, MI 48933
(517) 483-4128

TO: TETRA TECH INC
3497 COOLIDGE RD
EAST LANSING, MI 48823

(517) 394-7900

PURCHASE ORDER

P.O. NUMBER	P092852
DATE	07/30/2025
VENDOR I.D.	V031455
FOB	DELIVERED
REQUISITION NO	PR022337

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE

DELIVER ITEMS TO:

PUBLIC SERVICE DEPT ENGINEERING
124 W MICHIGAN AVE 7TH FLOOR
LANSING, MI 48933
ATTN MICHELLE SMALLEY

SEND INVOICE TO:

PUBLIC SERVICE DEPT ENGINEERING
124 W MICHIGAN AVE 7TH FLOOR

LANSING 48933

Item No.	QTY	Description	Unit Price	Extended Price
1	206,000.00	WWTP SOLAR ARRAY 273-453603-972000-50270 \$206,000.00	\$1.00	\$206,000.00
			Total:	\$206,000.00

SEND TO THE VENDOR

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

Federal Tax ID: 38-6004628

Date
Printed: 08/01/2025

AUTHORIZED SIGNATURE

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson CPPB, Senior Buyer
DATE: August 26, 2025
SUBJECT: Sole Source Purchase – Tetra Tech Inc

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Public Service Department Wastewater Division

Vendor: Tetra Tech Inc

Item Purchased: Consultant Services for Solar Array (AC Side) Project at WWTP

Dollar Amount: Not to exceed \$206,000 (Account 273.453603-972000-50270)

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

slr

Sole Source Cover Sheet

Project: Recycle Coach

206.05. - Sole source procurement. **This request adheres to the portions of the ordinance checked below.**

- (c) The criteria to be followed by the Director in determining that there is only one source for supplying the requested supply, service, or construction item are:

☐ Special features are required; or

☒ Special market conditions exist; or

☒ Special services or facilities are required; or

☒ The source is unique or special in nature; or

☐ The source is limited or proprietary; or

☐ Sales territories or product availability within limited geographical boundaries require sole source procurement; or

☐ Where standardization or compatibility is the overriding consideration and such compatibility or standardization can only be achieved through the purchase or use of a unique product; or

☐ Where a product or service is specifically identified as part of a grant award.

Discussion/Notes:

Tetra Tech has overseen all recent electrical design and construction work at the Wastewater Plant as well as control upgrades and integration. The firm is intimately familiar with the alternating current side of the plant's electrical system that the proposed solar array will tie into as well as the SCADA system that the monitoring system will integrate with. It is in the City's best interest for the project to move forward as expeditiously as possible due to the uncertainty with federal tax credits and tariffs and the learning curve that any consultant not familiar with the plant would face. The DC side of the project is being overseen by Enerlogics, the company the City selected through an RFQP process.



Sole Source Memo Letter

Information Page

Creator

Stephanie Robinson

Contact Person *

Stephanie Robinson

Department**Contact Person****Phone**

5174834128

Contact Person Email

stephanie.robinson@lansingmi.gov

Goods or Service? *

☐ Goods

☒ Services

Vendor Name *

Tetra Tech

Vendor Number

V031455

Approval Deadline

6/6/2025

Proposed Start Date

7/1/2025

Proposed End Date

5/1/2026

Account Number

273-453603-972000-50270

**Purchase Order
Number****Deadline Info****Justification**

Sole source request for Tetra Tech for Consulting services for Solar Array - AC Side of the project. as they are consulting contractors for WWTP Scada Project.

Routing

Mayor's Office: Click Forward Packet, then submit to complete task.

Mayor Approval

☒ Approved ☐ Denied

Mayor Signature
(Approval)



Support Documents

SOLE SOURCE MEMO TO MAYOR FROM PURCH TETRA TECH MAY 2025.pdf	91.62KB
Letter Proposal 2025-03-12 Lansing Solar Proposal.pdf	238.87KB
Sole Source Cover Sheet - Tetra Tech.docx	16.52KB
Tetra Tech sole source memo.pdf	65.68KB

Purchasing PO

P092852 TETRA TECH INC PSD-ENG.pdf	143.45KB
------------------------------------	----------

Cover Letter

SOLE SOURCE COUNCIL LETTER FOR MAYOR FOR TETRA TECH AUGUST 2025.pdf	117.61KB
---	----------

Forward Packet*

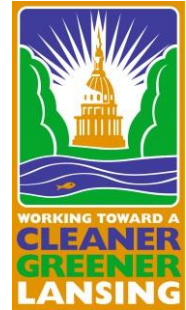
☒ Done



Andy Schor, Mayor

PUBLIC SERVICE DEPARTMENT

7th Floor City Hall
124 West Michigan Avenue
Lansing, Michigan 48933
(517) 483-4455
FAX: (517) 483-6082
www.lansingmi.gov/pubserv



MEMORANDUM

TO: Stephanie Robinson, Senior Buyer
FROM: Andy Kilpatrick, Public Service Director
DATE: May 27, 2025
SUBJECT: Solar Array (AC Side) Sole Source Recommendation: Tetra Tech

Public Service recommends using Tetra Tech on a sole source basis as consultant for the Alternating Current (AC) side of the proposed solar array for the Wastewater Treatment Plant. The Direct Current (DC) side of the project would be overseen by Enerlogics, the company the City selected competitively last year.

Tetra Tech is recommended for this portion of the project since they have designed and overseen all recent electrical projects at the plant and provide maintenance and upgrade support to the SCADA control and monitoring system, which the monitoring system of the solar array will tie into.

Additionally, due to the uncertainties surrounding the federal investment tax credits and tariffs, it is important that the project progress as quickly as possible. Going through the RFQP process and having another consultant get up to speed while the DC portion of the project is moving forward could jeopardize the schedule of the overall project.

See the attached proposal from Tetra Tech.

Funds for this work are available in grant account: 273.453603-972000-50270

Please contact me at 517-483-4248 with any questions regarding this recommendation.

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson, Senior Buyer
DATE: July 29, 2025
SUBJECT: Sole Source – Systems Specialties

The Public Service Department WWTP requests that Systems Specialties be designated as a Sole Source vendor for three Rotork slide gate actuators for the South Aeration Air Flow Control.

Please see the attached letter from William Brunner regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to System Specialties the amount of \$ 20,924.00 from account 590-933610-972000

Attachment

Date: _____

Approved _____ Denied _____

Andy Schor, Mayor



390 Enterprise Ct. Ste 200 Bloomfield Hills, MI 48302 www.sysspec.com Phone 800-686-9341 or 248-332-0099 Fax 248-849-0222

March 19, 2025

Quote # 031925KS4

Richard Stoddard
Field Operations Supervisor
Lansing WWTP
Public Service Department - Wastewater Division
1625 sunset Avenue
Lansing, MI 48917
Richard.Stoddard@lansingmi.gov

**Reference: Rotork IQTM3-Series Electronic Actuator
For use on existing 10" Butterfly valve
South Plant – Aeration Air valve**

Rick,

Systems Specialties is pleased to offer this firm quotation for the following Rotork products. When we move forward with an order we should confirm the stem size and valve mounting dimensions.

Qty (3) Rotork Model IQTM1000-FA12

- Rotork IQTM3-PRO Series actuators with Bluetooth communication
- 4-20 mA input & output
- W/D 403B0000
- (4) Programmable contacts for outputs
- Modulating duty rated for 1800 starts/hour
- FA12 mounting base
- WT IP68 enclosure
- 30-120 second 90 degree stroke time (adjustable)
- 120/1/60 VAC powered
- Side Handwheel manual override
- Adaption Bracket including machined drive bushing, to mate to existing 10" AWWA BFV (*Note, need to confirm)

Your Price each.....\$10,462.00

Estimated Actuator Delivery: ~6-8 weeks ARO**

**As stated above, we need valve dimensions and make/model info prior to moving forward.

We are best known by the quality of the products we represent and the service we render these quality products.

Terms: The prices AND delivery in this quotation are good for thirty days.

Terms: Net 30 days

Freight: FOB Shipping Point (add to invoice)

Freight: Included in above pricing

Should we be favored with an order, please make your PO out to:

Systems Specialties Company

390 Enterprise Court
Bloomfield Hills, MI 48302
Fax: 248.849.0222
singman@sysspec.com

We appreciate the opportunity to review our quotation with you in detail and should you have additional questions please do not hesitate to call.

Sincerely,

Kurt Somsel

Kurt Somsel
Cell 616.490.4132

We are best known by the quality of the products we represent and the service we render these quality products.



CITY OF LANSING
124 W. Michigan Ave
Lansing, MI 48933
(517) 483-4128

TO: SYSTEMS SPECIALTIES CO
390 ENTERPRISE CT STE 200
BLOOMFIELD HILLS, MI 48302-0323

(248) 332-4919

PURCHASE ORDER

P.O. NUMBER	P092945
DATE	08/19/2025
VENDOR I.D.	V002314
FOB	DELIVERED
REQUISITION NO	PR022433

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE

DELIVER ITEMS TO:

PUBLIC SERVICE WASTEWATER TREATMENT
1625 SUNSET ST
LANSING, MI 48917
ATTN JANETTE TATE

SEND INVOICE TO:

PUBLIC SERVICE WASTEWATER TREATMENT
1625 SUNSET ST

LANSING 48917

Item No.	QTY	Description	Unit Price	Extended Price
1	3.00	ROTORK ACTUATORS 590-933610-972000-20189 \$32,655.00	\$10,885.00	\$32,655.00
Total:				\$32,655.00

QUOTE STATES FREIGHT IS INCLUDED - SOLE SOURCE - REVISED PO TO REFLECT THE PRICE CHANGE ON THE ACTUATORS.

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

Federal Tax ID: 38-6004628

Date
Printed: 08/20/2025

AUTHORIZED SIGNATURE

Rotork Controls, Inc.
675 Mile Crossing Blvd.
Rochester, New York
14624

tel: +1 585 247 2304
fax: +1 585 247 2308
www.rotork.com
info@rotork.com

3/28/20

To whom it may concern:

This letter is to inform you that *Systems Specialties* located at the below address is the sole source Agent / Distributor for Rotork Controls, INC in the State of Michigan for the Municipal Water and Waste Water Market.

Systems Specialties
390 Enterprise Ct.
Ste 200
Bloomfield Hills, MI 48302

Feel free to contact me with any further questions.

Sincerely



Anthony P Miller
Midwest Area Sales Manager
Rotork Controls, INC
Cell: 414-975-1750

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson, Senior Buyer
DATE: August 26, 2025
SUBJECT: Sole Source Purchase – Systems Specialties

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Public Service Department - WWTP
Vendor: System Specialties
Item Purchased: Three Valve Actuators
Dollar Amount: Not to exceed \$32,655.00 (FY26 account 590-933610-972000-20189)

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

slr

Sole Source Cover Sheet

Project: Actuators for Air Flow Control in South Aeration

206.05. - Sole source procurement. **This request adheres to the portions of the ordinance checked below.**

- (c) The criteria to be followed by the Director in determining that there is only one source for supplying the requested supply, service, or construction item are:

_____ Special features are required; or

_____ Special market conditions exist; or

_____ Special services or facilities are required; or

_____ The source is unique or special in nature; or

_____ The source is limited or proprietary; or

X_____ Sales territories or product availability within limited geographical boundaries require sole source procurement; or

X_____ Where standardization or compatibility is the overriding consideration and such compatibility or standardization can only be achieved through the purchase or use of a unique product; or

_____ Where a product or service is specifically identified as part of a grant award.

Discussion/Notes:

Sole Source Manufacturer – Rotork Actuators

The 3 new Rotork actuators will replace 3 existing actuators for South Aeration that are beyond their useful life and need to be replaced. The actuators control a valve that regulates the amount of air flowing from the blowers and into the aeration tanks. The air mixes the tanks and provides oxygen for the organisms to provide treatment for the system.

We have over 130 Rotork actuators installed throughout the plant and at the pump stations. They allow us to remotely open and close valves and gates. They work well and have been reliable. Systems Specialties, the sole source agent and distributor, provides timely and reliable service. We will save operations and maintenance time by not having to learn how to program and maintain a different actuator, and save money and space by not having to stock more than one manufacturer's replacement parts.

Sole Source Agent/Distributor – Systems Specialties

The distributor, Systems Specialties, is the sole source Agent/Distributor for Rotork Controls, Inc. in the State of Michigan for the Municipal Water and Wastewater Market.



Sole Source Memo Letter

Information Page

Creator

Stephanie Robinson

Contact Person *

Stephanie Robinson

Department

Finance

**Contact Person
Phone**

5174834282

Contact Person Email

stephanie.robinson@lansingmi.gov

Goods or Service? *

☒ Goods

☐ Services

Vendor Name *

Systems Specialty

Vendor Number

v002314

Approval Deadline

8/8/2025

Proposed Start Date

8/8/2025

Proposed End Date

11/28/2025

Account Number

590-933610-972000

**Purchase Order
Number****Deadline Info****Justification**

PURCHASE OF 3 ROTORK SLIDE GATE ACTUATOR, FOR THE SOUTH AERATION AIR FLOW CONTROL

Routing

Mayor's Office: Click Forward Packet, then submit to complete task.

Mayor Approval

☒ Approved ☐ Denied

Mayor Signature
(Approval)



Support Documents

SOLE SOURCE SYSTEM SPECIALITIES MEMO TO MAYOR.pdf	119.16KB
Lansing WWTP - Rick Stoddard - Quote 031925KS4.pdf	180.66KB
Rotork Sole Source Letter Systems Specialties (3-28-20).pdf	94.5KB
Sole Source Cover Sheet - South Aeration.docx	16.93KB
South Aeration Rotork Actuator Procurement Memo - Signed.pdf	90.46KB

Purchasing PO

P092945 SYSTEMS SPECIALTIES REVISED WWTP.pdf	147.87KB
--	----------

Cover Letter

SOLE SOURCE COUNCIL LETTER FOR MAYOR FOR SYSTEMS SPECIALTIES AUGUST 2025.pdf	117.47KB
--	----------

Forward Packet*

☒ Done



Andy Schor, Mayor

**PUBLIC SERVICE
DEPARTMENT**

Wastewater Division
1625 Sunset Avenue
Lansing, Michigan 48917
(517) 483-4404
FAX: (517) 483-4536

<http://publicservice.cityoflansingmi.com/pubwater/>



TO: Stephanie Robinson, Senior Buyer

FROM: William H. Brunner, P.E., Plant Engineer *BR*

DATE: April 15, 2025

SUBJECT: Request for Sole Source Procurement of Actuators for South Aeration Air Flow Control

This request is to procure 3 Rotork slide-gate actuators for air flow control for the South Aeration Tanks from Systems Specialties for \$20,924.00. The quote from Systems Specialties and a letter from Rotork Controls, Inc. stating that Systems Specialties is the sole source agent and distributor for Rotork are attached.

The 3 new Rotork actuators will replace 3 existing actuators for South Aeration that are beyond their useful life and need to be replaced. The actuators move a valve that controls the amount of air flowing from the blowers and into the aeration tanks. The air mixes the tanks and provides oxygen for the organisms to provide treatment for the system.

We have over 130 Rotork actuators installed throughout the plant and at the pump stations. They allow us to remotely open and close valves and gates. They work well and have been reliable. Systems Specialties, the sole source agent and distributor, provides timely and reliable service. We will save operations and maintenance time by not having to learn how to program and maintain a different actuator, and save money and space by not having to stock more than one manufacturer's replacement parts. In addition, we will have only one contact, Systems Specialties (and through it, Rotork), to provide service if needed.

We will procure the new actuators through Systems Specialties, the sole source agent and distributor for Rotork Controls for the municipal water and wastewater market.

Funds for this request will be drawn from the following account:

\$20,924.00 590-933610-972000-52107 WW – Process Improvements

Please contact me at -4018 if you have any questions regarding this procurement request.

Approved: *Rory K. Moss*
R. Keith Moss, Wastewater Division Superintendent

Approved: *Andrew Kilpatrick*
Andrew Kilpatrick, P.E., Director of Public Service

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson, Senior Buyer
DATE: September 4, 2025
SUBJECT: Sole Source Purchase – Leadsonline

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Lansing Police Department/IT
Vendor: Leadsonline
Item Purchased: Real Time Crime Investigation Software
Dollar Amount: \$ 21,554.87 for First Year, of a three year contract .
Account: 630-173130-956990

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

sr

LEADSONLINE ORDER SUMMARY No. S-16113

AGENCY: LANSING MI PD | AGENCY ID: 4106

ORDER TOTAL: \$88,043.89

YEAR ONE (Due Now)

DUE DATE	SCOPE OF SERVICES	RATE	QTY	SUBTOTAL	DISC. %	AMOUNT
July 15, 2025	Real Time Crime Investigations System	\$29,518.00	1	\$29,518.00	3.5%	\$28,484.87
Total:						\$28,484.87

YEAR TWO

DUE DATE	SCOPE OF SERVICES	RATE	QTY	SUBTOTAL	DISC. %	AMOUNT
July 15, 2026	Real Time Crime Investigations System	\$30,403.54	1	\$30,403.54	3.5%	\$29,339.42
Total:						\$29,339.42

YEAR THREE

DUE DATE	SCOPE OF SERVICES	RATE	QTY	SUBTOTAL	DISC. %	AMOUNT
July 15, 2027	Real Time Crime Investigations System	\$31,315.65	1	\$31,315.65	3.5%	\$30,219.60
Total:						\$30,219.60

PAYMENT TERMS & TAXES

Unless otherwise specified on the Order Form(s), Customer must pay all fees within 30 days of each anniversary during the Initial Term and any subsequent Renewal Term. Eligible credits will be reviewed, assessed, and applied following the full execution of the Agreement and Order Form(s).

FEES ARE EXCLUSIVE OF SALES, USE, WITHHOLDING, VAT, AND OTHER SIMILAR TAXES, AND IF REQUIRED BY LAW CUSTOMER IS RESPONSIBLE FOR PAYMENT OF SUCH TAXES. ANY TAXES REFERENCED AND/OR QUOTED ARE ESTIMATES ONLY, AND NOT ALL SERVICES AND/OR HARDWARE MAY BE SUBJECT TO TAXATION. FINAL TAX AMOUNTS WILL BE DETERMINED BASED ON APPLICABLE LAWS AT THE TIME OF INVOICING.

CUSTOMER SHOULD PROVIDE A TAX EXEMPTION CERTIFICATE IF APPLICABLE.

BUNDLE DISCOUNTS

Bundle discounts are contingent on Customer's annual renewal of each Service qualifying Customer for each discount. Should the associated Agreement and/or this, or any other associated Order Form, terminate for any reason, all discounts granted will be immediately revoked.

Discounts Applied: *Two-Product Discount*

SUBSCRIPTION SERVICES AGREEMENT

This Subscription Services Agreement (**Agreement**) is between LeadsOnline, LLC, a Delaware limited liability company (**LeadsOnline**), City of Lansing, Michigan (**Customer**), and is effective as of the date of the last signature below. This Agreement contemplates one or more Order Forms for Services, which are governed by the terms of this Agreement.

1. SERVICE

- a. This Agreement and the applicable Order Form provide Customer access to and usage of solution services involving hardware devices provided by LeadsOnline with accompanying software needed to operate such hardware and/or an Internet-based software service, including, without limitation, its features, functions, and user interface, and underlying software, which may be limited to a set number of Eligible Users, as defined and specified on an Order Form (**Service**).

2. USE OF SERVICE

- a. **Customer Owned Data.** All data, information, images, and files uploaded or otherwise entered by Customer into the Service remains the property of Customer, as between LeadsOnline and Customer (**Customer Property**), unless otherwise specified in the applicable Order Form regarding licensing terms for the Service offered under said Order Form.
- b. **Responsibilities for Customer Property.** Customer represents and warrants to LeadsOnline that Customer has provided all required notices and has obtained all required licenses, permissions, and consents regarding Customer Property for use within the Service under this Agreement. Customer grants LeadsOnline the right to use the Customer Property solely for Purposes of performing under this Agreement (which includes, without limitation, the right for LeadsOnline to enhance its technology and offerings). LeadsOnline will purge any or all Customer Property upon Customer's written request. Customer may export its Customer Property as allowed by functionality within the Service.
- c. **General Responsibilities.** Customer must (i) ensure that access to Service and information produced by or derived from it is limited to the Purpose defined in the Order Form, (ii) maintain any data accessed, received or otherwise derived from Service according to all applicable statutes, laws and regulations for use and disclosure of non-public personal information, (iii) connect to Service only using devices and browsers with proper encryption, (iv) promptly notify LeadsOnline (within the Service or by email to support@leadsonline.com) when an Eligible User is no longer employed by Customer or is no longer authorized to access Service, (v) ensure that each Eligible User is acting within the bounds of their authority from Customer and within their legal rights to search, possess, enter, analyze and use, all information and data submitted to and received from the Service, (vi) refrain from any use, misuse or actions related to Service or Data that infringe, misappropriate, or otherwise violate any right of anyone, or that violate any applicable law, and ensure that any instructions or directives Customer gives to or regarding anyone do not conflict with applicable laws, (vii) use any hardware provided by LeadsOnline solely for the Purpose defined in the Order Form and in accordance with all applicable instructions, policies, and documentation provided by LeadsOnline, (viii) ensure that the hardware is used only by Eligible Users authorized under this Agreement and is not transferred, loaned, or sublicensed to any unauthorized person or entity, (ix) keep all hardware provided as part of the Service in good working condition, refrain from any unauthorized repairs, modifications, or tampering, and promptly notify LeadsOnline of any malfunction, damage, or loss, and (x) verify the accuracy, timeliness, context and relevance of information or communication from Service or personnel prior to taking action. Customer acknowledges that LeadsOnline does not enforce laws, does not provide legal advice, and does not claim to have authority or expertise in legal or law enforcement matters.
- d. **Governmental Agency Public Records Clause.** If Customer is a government agency and is required by law to permit the inspection and copying of public records, Customer acknowledges the Service contains information protected by exemptions to public disclosure laws in many states, and if Customer searches the Service in response to a request for Public Records, Customer is acting on its own accord. LeadsOnline does not grant Customer access to the Service for the Purpose of searching for or creating records to respond to a public records request when Customer did not have the record in its possession at the time of the request.
- e. **Customer Responsibilities.** Customer: (i) must keep its passwords secure and confidential and use industry-standard password management practices, and ensure that any credentials related to the hardware under the Service are protected from unauthorized access; (ii) is responsible for its access control policies and administration of access rights to its account within the Service, the acts and omissions of its users, and the legality and accuracy of any data submitted to the Service, may not share any access credentials and must also prevent unauthorized access, tampering, or misuse of any hardware provided under the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify LeadsOnline promptly of any such unauthorized access; (iv) may use the Service and any associated hardware only in accordance with the Service's technical

documentation (including without limitation, video tutorials) and applicable law; and (v) must follow all provided guidelines for hardware setup, maintenance, and operation to ensure compliance and functionality under the Service.

- f. **LeadsOnline Support.** Unless otherwise specified in the applicable Order Form, LeadsOnline must provide Customer support for the Service under the terms of LeadsOnline's Customer Support Policy (**Support**), which is located at leadsonline.com/customer-support.

3. WARRANTY DISCLAIMER

- a. **THE SERVICE IS PROVIDED 'AS IS' WITHOUT WARRANTY. LEADSONLINE DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. WHILE LEADSONLINE TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, CUSTOMER UNDERSTANDS THAT THE SERVICE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**
- b. While Customer acknowledges that the Service may not be error-free and may not fully meet Customer's expectations, LeadsOnline does warrant that the Service is free from defects that will substantially affect performance, and that it has used commercially available tools designed to discern that no viruses or other security defects are present. LeadsOnline further warrants that the Service will function substantially in accordance with the Order Form. LeadsOnline will not intentionally introduce any virus, Trojan horse, spyware, malware, or other malicious code designed to erase, damage, or unlawfully interfere with Customer's equipment, data, or other programs. Notwithstanding the foregoing, Customer acknowledges and agrees that the Service may contain functionality that allows LeadsOnline to remotely disable or limit the hardware's operation in accordance with this Agreement, including but not limited to instances of non-payment or material breach by Customer.
- c. LeadsOnline cannot control the decisions and actions of Customer. LeadsOnline expressly disclaims and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, inaction by Customer or any other party as a result of or reliance on, in whole or in part, any use of the Service or information derived from it, or for any consequences or outcomes including death, injury, loss or damage to any property arising from or caused by any such actions decisions, reactions, responses, or inaction.

4. PAYMENT

- a. **Fees and Payment.** Customer must pay all fees as specified on the Order Form, but if not specified, then within 30 days of receipt of an invoice. The fees are exclusive of sales, use, withholding, VAT, and other similar taxes, and if required by law Customer is responsible for payment of such taxes.
- b. **Nonpayment.** LeadsOnline will provide electronic notice (within the Service) and notice to the email registered with LeadsOnline (Customer is responsible for maintaining an updated email address with LeadsOnline) of the non-payment of an open invoice. If the payment is not made within 7 days of the first notice, then LeadsOnline may suspend Service and Support until the amount is paid in full or terminate the Service upon 30 days' notice under Section 9(c).

5. MUTUAL CONFIDENTIALITY

- a. **Definition of Confidential Information.** Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). LeadsOnline's Confidential Information includes, without limitation, the Service. Customer's Confidential Information includes, without limitation, the Customer Property.
- b. **Protection of Confidential Information.** Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (i) not use any Confidential Information of Discloser for any Purpose outside the scope of this Agreement; and (ii) limit access to Confidential Information of Discloser to those of its and its Affiliates' employees and contractors who need that access for Purposes consistent with this Agreement, and who have a legal obligation under law or policy regarding confidentiality or have signed confidentiality Agreements with Recipient containing protections not materially less protective of the Confidential Information than those in this Agreement.
- c. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) is independently

developed by the Recipient without use of or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order but will provide Discloser with advance notice to seek a protective order unless otherwise directed by the court.

6. INFORMATION SECURITY

- a. Data Security Measures.** To protect Customer Property from unauthorized disclosure, alteration, or misuse, LeadsOnline shall:
- i.** Agree to the terms of the Federal Bureau of Investigation Criminal Justice Information Services (FBI CJIS) Security Addendum.
 - ii.** Ensure that LeadsOnline personnel with unescorted access to unencrypted Customer Property and/or physically secure locations have:
 - Completed CJIS Security Awareness Training and have passed the Level Four CJIS Security Test designed for Information technology personnel (system administrators, security administrators, network administrator).
 - Submitted to and successfully passed state of residency and national fingerprint-based record checks.
 - iii.** Apply appropriate controls according to the AICPA Trust Services Criteria for Security so as to maintain a secure environment for all Customer Property.
 - iv.** Maintain proper encryption of data in transit using 256-Bit Transport Layer Security (TLS) and at rest using FIPS 140-2 standards.
 - v.** Maintain advanced firewall and intrusion protection, database partitioning, patch management, account management, identification and authentication, configuration management and third-party application and network penetration tests.
 - vi.** Log events relative to access and use of the Services; maintain and protect logs from disclosure, alteration, or misuse.
 - vii.** Respond to security incidents; In the event of a data breach (as defined by applicable law), of Customer Property, LeadsOnline will act to eliminate the breach, preserve forensic evidence, and notify Customer without undue delay. LeadsOnline shall have no obligation to notify consumers or regulatory authorities of a breach of Customer data that was not the result of a data security incident experienced by LeadsOnline.
 - viii.** Purge any Customer Property upon Customer's written request.

7. INSURANCE

- a. Insurance Policies.** LeadsOnline shall maintain insurance policies for property, general liability, auto, workers compensation, errors and omissions/cyber liability insurance.
- b. Additional Insured.** For the purposes of this Agreement, Customer, its officers, officials, employees, and volunteers shall be deemed additional insureds on the general liability policy with respect to liability arising out of work or operations performed by or on behalf of LeadsOnline. Additional insured coverage shall be evidenced in the form of Blanket Certificate of Endorsement upon Customer's request.

8. PROPERTY

- a. Reservation of Rights.** LeadsOnline and its licensors are the sole owners of the Service, including all associated intellectual property rights, and they remain only with LeadsOnline. Title to any hardware provided under this Agreement passes to Customer upon full payment as specified in the Order Form; however, LeadsOnline retains all intellectual property rights related to any software, firmware, or proprietary technology embedded in or used to operate the hardware. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. LeadsOnline reserves all rights that are not expressly granted in this Agreement.
- b. Restrictions.** Customer *may not*: (i) share, provide, sell, resell, rent, or lease the Service or use it in a service-provider capacity or allow access to the Service, its output, or any associated hardware, software, firmware, or proprietary technology by a third party, except as expressly permitted in this Agreement; (ii) use the Service or any hardware provided as part of the Service, to store or transmit unsolicited marketing emails, libelous, or otherwise objectionable, unlawful, or tortious material, or to store or transmit infringing material in violation of third party rights; (iii) interfere with or disrupt the integrity or performance of the Service, including but not limited to tampering with, modifying, or attempting to bypass any security, tracking, or management features within any software or hardware provided as part of the Service; (iv) attempt to gain unauthorized access to the Service or its related systems or networks or use any automated means to monitor, access or copy any data from the Service; (v) reverse engineer, decompile, disassemble, or

otherwise attempt to discover the underlying technology, software, or firmware of the Service or hardware, or modify, alter, or remove any proprietary markings or security features; (vi) resell, transfer, or dispose of the hardware in a manner inconsistent with this Agreement, including attempting to sublicense or lease it to a third party without LeadsOnline's prior written consent; the Service; or (vii) access the Service to build a competitive service or product, or copy any feature, function, or graphic. LeadsOnline may suspend Service to Customer if LeadsOnline believes in good faith that Customer's use of the Service poses threat to the security, availability, or legality of the Service; in such event, LeadsOnline will work with Customer to address the issue and restore Service as quickly as possible.

- c. **Audit Information.** LeadsOnline logs events related to user registration, contacts, access, and use of the Services for legal, audit, security, and support Purposes (**Audit Information**). Audit Information is not Customer Property.

9. TERM & TERMINATION

- a. **Term.** This Agreement continues until the 30th day after all Order Forms have expired or earlier terminated as provided below.
- b. **Term of Order Forms.** The term of each Order Form is specified in the Order Form.
- c. **Mutual Termination for Material Breach.** If either party is in material breach of this Agreement, the other party may terminate this Agreement at the end of a written 30-day (30) notice/cure period if the breach has not been cured.
- d. **Termination by Mutual Consent.** This Agreement and/or any Order Form may be terminated by the mutual consent of both parties.
- e. **Termination of an Order Form Due to Non-Appropriation of Funds.** Government Customers may terminate services in an Order Form by providing sixty (60) days' written notice to LeadsOnline prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.
- f. **Return of Customer Property:**
- Within sixty (60) days after termination, upon written or electronic request LeadsOnline will make the Service available for Customer to export Customer Property as provided in **Section 2(a)**.
 - After such a sixty-day (60) period, LeadsOnline has no obligation to maintain the Customer Property and may destroy it.

10. LIABILITY LIMIT

- a. **Indemnification for Third-Party Claims.** LeadsOnline will defend or settle any third-party claim against Customer to the extent that such claim alleges that the LeadsOnline technology used to provide the Service violates a copyright, patent, or trademark (**IP Indemnity Claim**), if Customer: promptly notifies LeadsOnline of the claim in writing; cooperates with LeadsOnline in the defense; and allows LeadsOnline to solely control the defense or settlement of the claim. Costs. LeadsOnline will pay infringement claim defense costs it incurs in defending Customer, and LeadsOnline-negotiated settlement amounts, and court awarded damages. Process. If such a claim appears likely, then LeadsOnline may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If LeadsOnline determines that none of these are reasonably available, then LeadsOnline may terminate the Service and refund any prepaid and unused fees. Exclusions. LeadsOnline has no obligation for any claim arising from: Customer's misuse of the Services, LeadsOnline's compliance with Customer's designs, specification, instructions, or technical information; a combination of the Service with other technology or aspects where the infringement would not occur but for the combination; Customer's directives, access or use of, or laws or policies applicable to Customer regarding the information and sources thereof accessible via the Services including Customer Property; or technology or aspects not provided by LeadsOnline. **THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND LEADSONLINE'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.**
- b. **EXCLUSION OF INDIRECT DAMAGES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, LEADSONLINE IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR INFORMATION; AND LOST PROFITS, REVENUE, OR ANTICIPATED COST SAVINGS), EVEN IF IT KNOWS OF THE POSSIBILITY OR FORESEEABILITY OF SUCH DAMAGE OR LOSS.**
- c. **TOTAL LIMIT ON LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT FOR LEADSONLINE'S INDEMNITY OBLIGATIONS RELATING TO IP INDEMNITY CLAIMS, LEADSONLINE'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY, EXCEPT THAT THE ABOVE LIMITATION DOES NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS FOR THE SERVICE.**

11. GOVERNING LAW & FORUM

- a. Government Customers.** This Agreement is governed by the laws of the State where Customer is located (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this Agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for the County where Customer is located, and each party submits to this personal jurisdiction and venue. Nothing in this Agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction.
- b. All other Customers.** For all other Customers, this agreement is governed by the laws of the State of Texas (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Collin County, Texas and Customer submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

12. OTHER TERMS

- a. Entire Agreement and Changes.** This Agreement and the Order Form constitute the entire Agreement between the parties and supersede any prior or contemporaneous negotiations or Agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this Agreement. No representation, promise, or inducement not included in this Agreement is binding. No modification or waiver of any term of this Agreement is effective unless both parties sign an amendment to this Agreement.
- b. No Assignment.** Neither party may assign or transfer this Agreement to a third party, except that the Agreement and all Order Forms may be assigned without the consent of the other party as part of a merger or sale of all or substantially all a party's businesses, assets, not involving a competitor of the other party, or at any time to an Affiliate.
- c. Export Compliance.** The Service and Confidential Information may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Neither party will permit its personnel or representatives to access any Service in a U.S.-embargoed country or in violation of any applicable export law or regulation.
- d. Independent Contractors.** The parties are independent contractors with respect to each other, and neither party is an employee, or partner of the other party or the other party's Affiliates.
- e. Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for its non-performance due to events beyond its reasonable control, including but not limited to natural weather events and disasters, labor disruptions, and disruptions in the supply of utilities.
- f. Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach of this Agreement.
- g. No Additional Terms.** LeadsOnline rejects additional or conflicting terms of any Customer form-purchasing document.
- h. Order of Precedence.** If there is an inconsistency between this Agreement and an Order Form, the Order Form prevails.
- i. Survival of Terms.** All provisions of this Agreement regarding payment, confidentiality, indemnification, limitations of liability, proprietary rights, and such other provisions that by fair implication require performance beyond the term of this Agreement shall survive expiration or termination of this Agreement until fully performed or otherwise are inapplicable.
- j. Feedback.** If Customer provides feedback or suggestions about the Service, then LeadsOnline (and those it allows to use its technology) may use such information without obligation to Customer.

< < SIGNATURE PAGE TO FOLLOW > >

13. SIGNATURES

- a. Each representative identified below represents and warrants that it has the full power, right and authority to enter into this Agreement on behalf of its respective party.

LEADSONLINE, LLC (LEADSONLINE)
Signature:
Printed Name: Alexander Finley
Title: CEO
Date:
Address: 6900 Dallas Parkway, Suite 825, Plano, TX 75024, United States

CITY OF LANSING, MICHIGAN (CUSTOMER)
Signature:
Printed Name:
Title:
Date:
Address: 120 West Michigan Avenue, Lansing, Michigan 48933, United States

LEADSONLINE REAL TIME CRIME INVESTIGATIONS SYSTEM SUBSCRIPTION

ORDER FORM NO. Q-03905 | AGENCY ID: 4106

CUSTOMER:

CITY OF LANSING, MICHIGAN

UNIT:

POLICE DEPARTMENT

1. SERVICE

Service. LeadsOnline Real Time Crime Investigations System Subscription for Law Enforcement Agency users (**Service**).

Authority. Customer represents that it is a law enforcement agency or governing body of a law enforcement agency, an entity duly authorized by municipal, state county or federal government to enforce laws or investigate crimes, and the Eligible Users are employed by Customer in the Unit listed at the top of this Order Form.

2. PURPOSE

Law Enforcement Use. Exclusively for the official law enforcement agency duties of Customer's Unit; information retrieved from the Service is for the exclusive use of Eligible Users with the exception of disclosure necessary to investigate and prosecute crimes within the jurisdiction of and investigated by Customer's Unit.

3. DEFINITIONS

Audit Records means records audit records retained for administrative, legal, audit, or other operational purposes. Audit Records are protected from modification, deletion and unauthorized access and are retained for a minimum of one (1) year.

Deconfliction Data means the subset of data provided to be made aware of activity by another Law Enforcement Official or Law Enforcement Customer regarding a matching person, person of interest, phone number, device identifier, item of property, location, vehicle or other data element to facilitate the benefits of coordinated investigative efforts by Law Enforcement Officials.

Law Enforcement Official means a person employed by and authorized by a Law Enforcement Customer to, in their official duties, access or submit data according to the terms of this agreement.

Reporting Business means any entity that records Transaction Data regarding the receipt or other disposition of merchandise or materials and reports such Transaction Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

Repository Data means data and any other information LeadsOnline has received from entities other than the Customer.

Transaction Data means information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including, but not limited to, the transaction number, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.

Analysis Files means records electronically submitted by a Customer to the Service for automated analysis. Analysis Files include but are not limited to unstructured images, video, audio or text submitted, and data related to communications or movements of devices, vehicles and other entities, which reference data for identifying locations including cell site lists, landmarks, and locations related to crimes. Analysis Files are Customer Property.

4. SERVICE RECIPIENT AND ELIGIBLE USERS

Service Recipient. An unlimited number of authorized personnel of Customer in its Police Department, each with a unique login (**Eligible Users**).

- Eligible User logins may not be shared and individuals who are not Eligible Users may not access the Service.
- During initial onboarding, Customer may provide LeadsOnline with the names and email addresses of Eligible Users.

5. TERM, SERVICE PERIODS AND SUBSCRIPTION FEES

Order Term. This Order Form will become effective as of the Effective Date and remain in effect through the Service Periods listed below (**Initial Term**) and any renewal Service Periods or until termination by LeadsOnline or Customer as described below. The Effective Date shall be defined as the date of the last signature below.

Payment Terms. Payment shall be made on or before each anniversary during the Initial Term and any renewal term thereafter.

START DATE	END DATE	RATE	QTY	SUBTOTAL	DISC. %	TOTAL DUE
July 15, 2025	July 14, 2026	\$29,518.00	1	\$29,518.00	3.5%	\$28,484.87
July 15, 2026	July 14, 2027	\$30,403.54	1	\$30,403.54	3.5%	\$29,339.42
July 15, 2027	July 14, 2028	\$31,315.65	1	\$31,315.65	3.5%	\$30,219.60

Renewals. Neither party is obligated to renew this Order Form. Prior to the expiration of the Initial Term or any renewal term, the parties may renew this Order Form for additional one-year terms by LeadsOnline's submission of a valid invoice to Customer for the renewal Service Period at then-current pricing and Customer's payment of such invoice within thirty (30) days of renewal.

6. BUNDLE DISCOUNTS

Bundle Discounts. Should bundle discounts (**Discounts**) be granted to Customer, said Discounts are contingent on Customer's annual renewal of each Service qualifying Customer for each Discount.

Revocation Disclaimer. Should the associated Agreement and/or this, or any other associated Order Form, terminate due to cancellation, expiration, mutual termination or breach, all Discounts granted under this, or any other associated Order Form, will be immediately revoked. Customer will no longer qualify for Discounts.

7. FEATURES

CAPABILITY	REAL TIME CRIME KEY FEATURES AND CHARACTERISTICS
Real Time Crime (RTC) Investigation System	RTC enables Customer to transmit Customer Files directly into LeadsOnline for continuous automated search for relevant information. RTC finds relevant information in persons crime cases, property crime cases and missing persons reports even before an investigator is assigned to the case. RTC will continue running the case after prior leads have been exhausted. RTC provides reciprocal Deconfliction Data with available law enforcement contact information when case information matches relevant information from another case from another agency. Notifications are routed to the appropriate investigator and/or unit according to Customer's system of assigning responsibility to Officers, Precincts, Districts, Beats, Units, Teams based on location, offense types, case status and other factors. Customer may enable its patrol officers to be notified as relevant information from their reports becomes available. Sealed or expunged Cases may be designated by Customer's File Administrator to be excluded from RTC, or to be purged from RTC immediately at any time. Access to raw Customer Files is limited to Customer's designated File Administrators.
Customer File Administration	Customer will designate one or more File Administrators, typically a knowledgeable employee in a crime analysis or information technology role authorized and able to access and generate Customer Files containing necessary case information via ODBC, SQL and/or other tools. LeadsOnline will provide Customer's RTC File Administrators with access to LeadsOnline's RTC File Administration System to submit information to a secure folder, receive reports and error messages, review the completeness and quality of case information. LeadsOnline technical personnel will assist File Administrators in identifying report fields needed, mapping report fields to the RTC system, translating unique abbreviations and codes to NIBRS values, automating the daily file transfer process, training Administrators to use the File Admin Portal periodically to maintain file quality.

	LeadsOnline will depend on Customer to provide parameters for notifying the appropriate investigator and/or unit according to Customer's system of assigning responsibility to Officers / Precincts / Districts / Beats / Units / Teams based on location, offense types, case status and other factors. LeadsOnline will depend on Customer to provide contact information for user accounts so that Eligible Users may receive notifications from RTC.
Nationwide Search	Nationwide search access through pawn shop, secondhand store and scrap metal recycler transactions. Unlimited accounts/searches for your personnel working your cases. Continuous saved searches alert investigators to persons or property. Results include images of property, sellers, vehicles, thumbprints, etc. as reported. Robust identity resolution to spot suspect activity when identifiers are incorrect or out of date. Possible associates report to identify other leads in cases. Advanced property identification to overcome incomplete descriptions and missing information. Daily Stats (hits and statistics for each user).
Nationwide Inter-agency Deconfliction System	Benefit from coordinated investigative efforts through pointers to the records of other Law Enforcement Agencies when Eligible Users match on persons, property, devices, vehicles, and other entities.
Phone Forensic Extraction Search	Upload files from device extraction tools (i.e., Cellebrite, XRY, Oxygen) to find identify and activity of suspects.
NCIC Stolen Property Notification	Automated alerts on property including guns, articles and vehicles from your cases found in within and outside your jurisdiction.
Person / Property Notification	Automatic alerts on suspects, wanted persons and stolen property from your agency's lists.
Compliance Management	Free online reporting system for all pawn/secondhand stores and scrap metal recyclers. Easy reporting for businesses. Compatible with point-of-sale systems. Property hold management system. Message Inbox for alerts and communication to and from businesses in your jurisdiction. Unlimited technical support for reporting businesses.
OfferUp & eBay Marketplace Access	Identify persons in your cases when evidence is found in online listings.
Unlimited Support	Updates, training and support for agency personnel and businesses.
CompStat Mapping System	Visualize suspect activity within and outside your jurisdiction.
LeadsOnline Toolbox	Automated search warrant generation, automated phone lookups, repository of training materials, video tutorials, templates, resources, software, process guides, carrier and network specifications, contacts, subject matter assistance and other content relevant to criminal investigations.
Citizen Property Inventory System	Community engagement for improved reporting of property crimes.

8. ONBOARDING, TRAINING AND TECHNICAL SUPPORT

Registration. Eligible Users register for a user account at www.leadsonline.com; Customer may provide lists of Eligible Users for expedited processing.

Training. LeadsOnline Support will activate Eligible Users and provide training via in-app instructions, videos, and live support.

Support. Technical support services for non-critical issues, training and general assistance are provided to end-users in the form of unlimited email and/or telephone support, Monday through Friday 7:00 AM – 5:30 PM CST via toll-free at (800) 311-2656 or support@leadsonline.com.

9. MISC.

This Order Form is attached to and incorporated into the Subscription Services Agreement between **Customer** and **LeadsOnline** dated **(Agreement)**. This Order Form is governed by the terms of the Agreement between the parties. All terms not defined in this Order Form have the meanings ascribed to such terms in the Agreement. This Order Form and the

Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements, and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Order Form is effective unless both parties sign an amendment to this Order Form. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes, but any terms within any purchase order in response to a quote, order form or invoice will not modify or enlarge the obligations or liabilities of either party even if the parties sign it.

10. SIGNATURES

Each representative identified below represents and warrants that it has the full power, right and authority to enter into this Agreement on behalf of its respective party.

LEADSONLINE, LLC (LEADSONLINE)
Signature:
Printed Name: Alexander Finley
Title: CEO
Date:
Address: 6900 Dallas Parkway, Suite 825, Plano, Texas 75024-4200

CITY OF LANSING, MICHIGAN (CUSTOMER)
Signature:
Printed Name:
Title:
Date:
Address: 120 West Michigan Avenue, Lansing, Michigan 48933, United States



CITY OF LANSING
124 W. Michigan Ave
Lansing, MI 48933
(517) 483-4128

TO: LEADSONLINE LLC
6900 DALLAS PKWY STE 825
PLANO, TX 75024

ACCOUNTING@LEADSONLINE.COM
(972) 361-0900

PURCHASE ORDER

P.O. NUMBER	P092958
DATE	08/25/2025
VENDOR I.D.	V051918
FOB	DELIVERED
REQUISITION NO	PR022450

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE

DELIVER ITEMS TO:

CITY OF LANSING DEPT OF INFORMATION
201 N GRAND AVE
LANSING, MI 48933
ATTN REGINA MCCULLOUGH

SEND INVOICE TO:

CITY OF LANSING DEPT OF INFORMATION
201 N GRAND AVE

LANSING 48933

Item No.	QTY	Description	Unit Price	Extended Price
1	1.00	CELLHAWK 09.15.25-09.14.26 630-173130-956890 \$3,273.00	\$3,273.00	\$3,273.00
Total:				\$3,273.00

AGENCY ID 4106-C1

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

Federal Tax ID: 38-6004628

Date
Printed: 08/25/2025

AUTHORIZED SIGNATURE

Customer:

City of Lansing, Michigan
120 West Michigan Avenue
Lansing, Michigan 48933

Unit:

Police Department

Quote#: Q-03905

Quote Date: 07/10/25

Agency ID: 4106

Terms: Quote Only

Start Date	End Date	Scope of Services	Rate	Qty	Subtotal	Disc. %	Amount
07/15/25	07/14/26	Real Time Crime Investigations System	\$29,518.00	1	\$29,518.00	3.5%	\$28,484.87
					Subtotal:		\$28,484.87
					Applied Credit:		-\$6,930.00
					Total Due:		\$21,554.87

TERMS & CONDITIONS OF USE

Intel Solutions: This order is subject to and governed by the terms and conditions located here ([Leads](#)) ([CellHawk](#)) ([NightHawk](#)) unless LeadsOnline and the Customer above have otherwise executed a written agreement for the Service, in which case that agreement governs this order. If, for any reason, you are unable to view the terms at the website given above, please contact your LeadsOnline representative.

Purchase Orders: LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes. Any terms within any purchase order provided to LeadsOnline in response to a quote, order form, invoice or otherwise will not modify or enlarge the obligations or liabilities of either party. Click [here](#) to download our W-9.

Expiration: Pricing presented will expire 30 days from the Quote Date above.

Bundle Disclaimer: Discount Revocation Policy

If the associated Agreement and/or Order Form(s) are terminated, whether by cancellation, expiration, mutual termination, or breach, all discounts granted under the terms of the Agreement and/or Order Form(s) will be revoked immediately. Customer will no longer be eligible for discounted rates.

Bundle Discounts Applied:

Two-Product Discount

Thank you for your interest in LeadsOnline!

Please contact [Christopher Wein](mailto:cwein@leadsonline.com) at cwein@leadsonline.com or call (972) 331-8766 to move forward with this quote.



Robert Backus, Chief

LANSING POLICE DEPARTMENT

120 W. MICHIGAN AVENUE, LANSING MI 48933

ROBERT BACKUS, CHIEF

517.483.4600 | lansingpolice.com



Andy Schor, Mayor

To: Stephanie Robinson, Senior Buyer
From: Captain Justin Moore
Date: 08/28/2025
Subject: Sole Source Letter for LeadsOnline RTC

The City of Lansing Police Department is seeking a sole-source purchase of Leads Online Real Time Crime Software. We have tested and evaluated this product, and there are no other software products that were able to perform the functions we need. With that, no other company, entity, or individual has reseller or distribution rights to Leads Online or any of its accompanying documentation. The RTC application was created out of a need for one product to provide a direct link from our Axon RMS to RTC. This product has a direct API in which information is shared to the RTC application without manual entry. In addition, it is a product we are already using to search the Pawnstore Databases as they are required by law to submit their sales, etc in this software. We currently subscribe to Leads Online products and would be upgrading to the RTC application.

The following are some exclusive benefits that only this product can provide.

- An enhanced and more secure method of collecting and analyzing pawn, secondhand, scrap metal recycler, OfferUp, and eBay transaction data for use in criminal investigations.
- It provides functionality designed specifically for criminal investigations using transaction data from pawnshops, scrap yards, eBay, OfferUp, gold buyers, and other secondhand stores and is the exclusive proprietary property of LeadsOnline. It is protected under the United States Copyright Act (17 U.S.C.), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n).
- No other supplier has access to this technology, which has been developed over 25 years.
- LeadsOnline is also the sole source for over 2 BILLION transaction records from more than 21,000 businesses in all 50 states, including Michigan. They provide law enforcement with investigative access *across jurisdictional boundaries* – borders previously used to the advantage of criminals to escape detection by local authorities.
- LeadsOnline will connect our agency to a network of over 6,000 law enforcement agencies throughout Michigan and the rest of the United States. There is no similar service operating in our jurisdiction or in the surrounding area, and LeadsOnline is the sole source of information of this kind for investigations.
- No other vendor or application available for purchase today has the capabilities included in LeadsOnline RTC.

Thank you for your consideration in this matter.

Justin Moore
Captain
Lansing Police Department

"CAPITAL CITY'S FINEST"

Excellence - Character - Teamwork - Respect - Courage

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson, Senior
DATE: Buyer **August 28, 2025**
SUBJECT: Sole Source - Leadsonline

The Lansing Police and Information Technology Department requests that Leadsonline be designated as a Sole Source provider of the purchase of Real Time Crime Investigation Software for LPD.

Please see the attached letter from Captain Justin Moore regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Leads Online in the amount of \$ 21,554.87 for the first year. This is a three year contract with cost of year two \$29,339.42 and year three \$30,219.60 per the request of the Lansing Police and Information Technology Department from account number: 630-173130-956990

Attachment

Date: _____

Approved _____

Denied _____

Andy Schor, Mayor



Sole Source Memo Letter

Information Page

Creator

Stephanie Robinson

Contact Person *

Stephanie Robinson

Department

Finance

**Contact Person
Phone**

5174834128

Contact Person Email

stephanie.robinson@lansingmi.gov

Goods or Service? *

☒ Goods

☐ Services

Vendor Name *

Leadsonline

Vendor Number

V0051918

Approval Deadline

9/12/2025

Proposed Start Date

7/15/2025

Proposed End Date

7/14/2026

Account Number

630-173130-956890

**Purchase Order
Number****Deadline Info****Justification**

SOLE SOURCE FOR REAL TIME CRIME INVESTIGATIONS SYSTEMS

Routing

Mayor's Office: Click Forward Packet, then submit to complete task.

Mayor Approval

☒ Approved ☐ Denied

Mayor Signature
(Approval)



Support Documents

SOLE SOURCE LETTER TO MAYOR FROM PURCHASING FOR LEADS ON LINE.pdf	415.61KB
Sole Source Leads Online.pdf	291.71KB
QUOTE Q-03905 FOR LANSING MI PD (4106) (68486F062E).pdf	166.92KB
LEADS ORDER FORM S-16113 FOR LANSING MI PD (4106).pdf	214.71KB
FW Leads Online.msg	255.5KB

Purchasing PO

P092958 LEADSON LINE.pdf	144.86KB
--------------------------	----------

Cover Letter

SOLE SOURCE MEMO FOR LEADSONLINE TO COUNCIL - MAYOR SEPT 2025.pdf	116.32KB
---	----------

Forward Packet *

☒ Done

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: **June 17, 2025**

SUBJECT: Sole Source – LaFontaine Chrysler Dodge Jeep Ram

The Lansing Police Department requests that LaFontaine Chrysler Dodge Ram of Lansing be designated as a Sole Source vendor for the procurement of two vehicles for Special Operations and Violent Crime Teams.

Please see the attached letter from Chief Robert Backus regarding the request for the vehicle.

Based on the attached letter we recommend issuing a sole source purchase order to LaFontaine Dodge of Lansing, in the amount of \$ 48,649.00 per the request of the Lansing Police Department.

Attachment

Date: _____

Approved _____ Denied _____

Andy Schor, Mayor

< Previous

Next >



Used 2024 Chevrolet Silverado 1500 LT

- 10,905 miles
- 2.7L 4-Cylinder Turbo Gas Engine
- 18 City / 21 Highway ⓘ
- Black Exterior
- Black Interior
- 8-Speed Automatic Transmission
- 4 wheel drive
- 5'10" Bed Length (Short)

 **My Wallet** by Kelley Blue Book®



DIT & TERM

BUDGET

DOWN PAYMENT

TRADE-IN VALUE



Very Good 



Set a budget

20% 

Add a vehicle

Build Your Offer

Powered by Kelley Blue Book®

○ Finance

\$553/mo.

Cash

\$38,950

Listing Price

\$38,950

Down Payment

\$7,790

Trade-In

\$0

Finance Terms

72 months

Credit Rating

Very Good

Taxes & Fees ⓘ

Get Taxes & Fees

Estimated Payment

Need a lower payment? [Contact the dealer](#) for more options.

\$553/mo.*

Chase

8.49% APR for 72 mo.

[Explore Financing >](#)

Offer Breakdown

\$38,950

Send Offer

*Est. payment based on vehicle price (excluding taxes and fees) and associated lender rates for qualified buyers, term length and any associated trade-in equity or down payment from buyer. Contingent upon acceptance of these terms. Terms may vary.

More from the seller

Champion Chevrolet 

KBB.com® Dealer Rating  4.4 (1934)

Stock#: P2870

VIN: 1GCPDKEK0RZ127171

CARFAX One-Owner. Clean CARFAX. Odometer is 8384 miles below market average! Priced below KBB Fair Purchase Price! 18/21 City/Highway MPG

Located At Champion Chevrolet in Howell, MI And Available at All 7 Champion Auto Group Locations! Questions or to Confirm Availability Call/Text 517-376-3063 . Don t forget to ask about our exclusive ****CHAMPION LIFETIME POWERTRAIN WARRANTY****

[See More](#) 

Looking for 2024 Chevrolet Silverado 1500 model information? [View all features and specifications](#)

Get to know this Chevrolet Silverado 1500

Exterior  Interior Safety Mechanical Technology Other

Alloy wheels

Auto High-beam Headlights

Bumpers: chrome

Chrome Mirror Caps

Delay-off headlights

Fully automatic headlights

Heated door mirrors

IntelliBeam Automatic High Beam On/Off

See how this price measures up

Fair Market Range

Price Breakdown and Offers

 **GREAT PRICE** \$3,721 below market ⓘ

\$32,950 [See price and payment details](#)

☒ Finance

Cash

\$553/mo.

\$38,950

Chase 8.49% APR for 72 mo.

Got Questions? Contact the Dealer

Subject

This Vehicle's Availability

First Name

Last Name

Email

Phone (optional)

Message

Is your Used 2024 Chevrolet Silverado 1500 LT listed for \$38,950 still available?

Send Email

☐ I'd like to receive tips, tools and resources via email from Kelley Blue Book and affiliates.

By using this service, you accept the terms of our [Visitor Agreement](#)

(517) 234-4876 |  Chat

Advertisement

[FAQ](#) | [Contact Us](#) | [Do Not Sell My Personal Information](#) |

[Do Not Process My Sensitive Information](#) | [About Us](#) | [Careers](#) |

[Corporate](#) | [Advertising](#) | [Media](#) | [Site Map](#) | [KBB Brazil](#)

| [KBB Canada](#)

© 1995-2025 Kelley Blue Book Co. Inc. All rights reserved.

[Copyrights & Trademarks](#) | [Vehicle Photos & Evor Images](#) | [Terms of Service](#) | [Privacy Policy](#) | [Linking Policy](#) |

[Accessibility Statement](#) | [Manage Cookies](#)

< Previous

Next >

Graff Chevrolet Durand

9009 E. Lansing Rd. Durand, MI 48429



Graff Chevrolet Durand

graффchevydurand.com

989-288-2657



Images (35)



Video (1)



View All

Certified 2024 Chevrolet Silverado 1500 LT

- 21,201 miles
- 2.7L 4-Cylinder Turbo Gas Engine
- 18 City / 21 Highway ⓘ
- Slate Gray Metallic Exterior
- Black Interior
- 8-Speed Automatic Transmission
- 4 wheel drive
- 5'10" Bed Length (Short)

 My Wallet

by Kelley Blue Book™



CREDIT & TERM

BUDGET

DOWN PAYMENT

TRADE-IN VALUE



Very Good

Set a budget

20%

Add a vehicle

Build Your Offer

Powered by Kelley Blue Book®

☒ Finance

\$712/mo.

Cash

\$41,913

Listing Price

\$41,913

Down Payment

Trade-In

\$0



Finance Terms

72 months



Credit Rating

Excellent



Est. Taxes & Fees

Get Taxes & Fees

Estimated Payment

Need a lower payment? [Contact the dealer](#) for more options.

\$712/mo.*

MICHIGAN STATE UNIVERSITY FEDERAL

6.89% APR for 72 mo.

[Explore Financing >](#)

Offer Breakdown

\$41,913

Send Offer

*Est. payment based on vehicle price (excluding taxes and fees) and associated lender rates for qualified buyers, term length and any associated trade-in equity or down payment from buyer. Contingent upon seller's acceptance of these terms. Terms may vary.

More from the seller

Graff Chevrolet Durand 

KBB.com® Dealer Rating  4.8 (3076)

Stock#: 7-168523A
VIN: 1GCPDKEKXRZ158797

2024 Chevrolet Silverado 1500 LT 2.7L I4 Turbocharged DOHC 16V LEV3-SULEV30 310hp 8-Speed Automatic Slate Gray Metallic

Vehicle features include: 1 Owner, 8-Speed Automatic, 4WD, Black Cloth, 10-Way Power Driver Seat w/Lumbar, 12.3 Multicolor Reconfigurable Digital Display, 120-Volt Bed Mounted Power

[See More](#) 

Looking for 2024 Chevrolet Silverado 1500 model information? [View all features and specifications](#)

Get to know this Chevrolet Silverado 1500

- Exterior**
- Interior
- Safety
- Mechanical
- Technology
- Other

- Alloy wheels
- Auto High-beam Headlights
- Bumpers: chrome
- Chrome Mirror Caps
- Delay-off headlights
- Fully automatic headlights
- Heated door mirrors
- IntelliBeam Automatic High Beam On/Off
- Power door mirrors

See how this price measures up

Fair Market Range

Price Breakdown and Offers

 **GREAT PRICE** \$34 below market ⓘ

\$41,913 [See price and payment details](#)

☒ Finance

Cash

\$712/mo.

\$41,913

MICHIGAN STATE UNIVERSITY FEDERAL 6.89% APR for 72 mo.

Got Questions? Contact the Dealer

Subject

This Vehicle's Availability

▼

First Name

Last Name

Email

Phone (optional)

Message

Is your Certified 2024 Chevrolet Silverado 1500 LT listed for \$41,913 still available?

Send Email

☐ I'd like to receive tips, tools and resources via email from Kelley Blue Book and affiliates.

By using this service, you accept the terms of our [Visitor Agreement](#)

(989) 319-4291

 **Delivery**

Estimated Delivery Cost: \$1,500. Contact for details.

Advertisement

[FAQ](#) | [Contact Us](#) | [Do Not Sell My Personal Information](#) |

[Do Not Process My Sensitive Information](#) | [About Us](#) | [Careers](#) |

[Corporate](#) | [Advertising](#) | [Media](#) | [Site Map](#) | [KBB Brazil](#)

| [KBB Canada](#)

© 1995-2025 Kelley Blue Book Co., Inc. All rights reserved.

[Copyrights & Trademarks](#) | [Vehicle Photos © Evox Images](#) | [Terms of Service](#) | [Privacy Policy](#) | [Linking Policy](#) |

[Accessibility Statement](#) | [Manage Cookies](#)

[< Previous](#)[Next >](#)

Certified 2019 Chevrolet Blazer LT

51,237 miles

3.6L 3.6L V-6 gasoline direct injection, DOHC, VVT var> Gas Engine

20 City / 26 Highway ⓘ

Nightfall Gray Metallic Exterior

Jet Black Interior

9-speed automatic Transmission

Front-wheel drive

 **My Wallet** by Kelley Blue Book™



CREDIT & TERM



Very Good 

BUDGET



Set a budget

DOWN PAYMENT



20% 

TRADE-IN VALUE



Add a vehicle

Build Your Offer

Powered by Kelley Blue Book®

☒ Finance

\$324/mo.

Cash

\$20,529

Listing Price

\$20,529

Down Payment
\$4,105

Trade-In
\$0

Finance Terms
72 months

Credit Rating
Very Good

Est. Taxes & Fees 

Get Taxes & Fees

Estimated Payment

Need a lower payment? [Contact the dealer](#) for more options.

\$324/mo.*

Ally

12.43% APR for 72 mo.

[Explore Financing](#) >

< Offer Breakdown

\$20,529

Send Offer

*Est. payment based on vehicle price (excluding taxes and fees) and associated lender rates for qualified buyers, term length and any associated trade-in equity or down payment from buyer. Contingent upon seller's acceptance of these terms. Terms may vary.

More from the seller

LaFontaine Buick GMC

Stock#: 25B658A

VIN: 3GNKBCRS9KS647590

Dealer Disclosure: Sales Tax, Title, License Fee, Registration Fee, Dealer Documentary Fee, Finance Charges, Emission Testing Fees and Compliance Fees are additional to the advertised price.

Get to know this Chevrolet Blazer

Packages

Convenience and Driver Confidence Package

(DD8) auto-dimming inside rearview mirror and (DM8) auto-dimming outside heated power-adjustable manual-folding body-color mirrors with turn signal indicators

(UD7) Rear Park Assist

(UFG) Rear Cross Traffic Alert

(UKC) Lane Change Alert with Side Blind Zone Alert

(V59) roof-mounted side rails

(TB5) power programmable liftgate

(UG1) Universal Home Remote

See how this price measures up

Fair Market Range

Price Breakdown and Offers

CarBravo Certified

CarBravo. Second-hand vehicles. First-class service.

CarBravo is a great way to shop for used vehicles. Choose from one of the nation's largest inventories with convenient shopping and delivery options. We put the power in your hands, so

[See More](#) ▾

Have peace of mind when you buy

Vehicle History Report

- No Accident or Damage Reported
- Single Owner

[Get a Vehicle History Report](#) ↗

Optional Add-On Protections ⓘ

- GAP Protection
- Lifetime Powertrain
- Tires and Wheels
- Paint Protection

[View more information](#)

Safety Recall ⓘ

[Check recall status using KBB.com's recall lookup](#) ↗

Advertisement

What people are saying about the Chevrolet Blazer LT

KBB.com® Consumer Ratings & Reviews

4.4  **Consumer Rating** (59 reviews)

Value

 **4.0**

Performance

 **4.5**

Quality

 **4.3**

Comfort

 **4.5**

Reliability

 **4.5**

Styling

 **4.9**

Consumer Reviews

Expert Review

KA

Karen

4/15/2025 | 2022



Great Features And Fun To Drive!

Pros

Styling, tow package, reliability

Cons

None at this time

✓ Recommends this vehicle

[View all consumer reviews](#)



GREAT PRICE \$2,359 below market ⓘ

\$20,529 [See price and payment details](#)

☒ Finance

\$324/mo.

Cash

\$20,529

Ally 12.43% APR for 72 mo.

Got Questions? Contact the Dealer

Subject

This Vehicle's Availability



First Name

Last Name

Email

Phone (optional)

Message

Is your Certified 2019 Chevrolet Blazer LT listed for \$20,529 still available?

Send Email

☐ I'd like to receive tips, tools and resources via email from Kelley Blue Book and affiliates.

By using this service, you accept the terms of our [Visitor Agreement](#)

(517) 220-9609

Advertisement

Open • Closes at 5:00 PM ▾

LaFontaine Buick GMC

3625 S PENNSYLVANIA AVE, Lansing, MI 48910 [↗](#)

(517) 220-9609



Email



Directions

More to explore on your car-buying journey

Warranty

[Get a free auto warranty quote today.](#)

Credit Report

[Get Your FICO® Score for Free](#)

SPONSORED

Good drivers save more

[You could save hundreds! Get a free quote now.](#) [↗](#)

More About Vehicle Details & Information

This page contains information provided by Chrome Data with additional vehicle details and images from the seller and may include data from third parties and/or machine learning. Sellers are required to submit information that is true and correct. We have not independently verified the information or details about any vehicles for sale. Please see the [Visitor Agreement](#) for more information about vehicle data.

Suspect fraud? Is the vehicle information inaccurate? [Let us know.](#)

Have questions about Fraud? Awareness is the best defense - use our [AI-powered chatbot](#) to ask questions and help protect yourself against fraud

[FAQ](#)

[Contact Us](#)

[Do Not Sell My Personal Information](#)

[Do Not Process My Sensitive Information](#)

[About Us](#)

[Careers](#)

[Corporate](#)

[Advertising](#)

[Media](#)

[Site Map](#)

[KBB Brazil](#)

[KBB Canada](#)

© 1995-2025 Kelley Blue Book Co., Inc. All rights reserved.

[Copyrights & Trademarks](#) | [Vehicle Photos](#) | [EyeX Images](#) | [Terms of Service](#) | [Privacy Policy](#) | [Linking Policy](#) |

[Accessibility Statement](#) | [Manage Cookies](#)

< Previous

Next >



Images (36)



Video (1)



View All

Used 2019 Chevrolet Blazer LT

42,982 miles

3.6L 6-Cylinder Gas Engine

20 City / 26 Highway ⓘ

Black Exterior

Jet Black Leather Seats

9-Speed Automatic Transmission

2 wheel drive - front

 **My Wallet** by Kelley Blue Book®



CREDIT & TERM



Very Good

BUDGET



Set a budget

DOWN PAYMENT



20%

TRADE-IN VALUE



Add a vehicle

Build Your Offer

Powered by Kelley Blue Book®

☒ Finance

\$466/mo.

Cash

\$20,988

Listing Price		\$20,988	
Down Payment		Trade-In	
		\$0	
Finance Terms		Credit Rating	
72 months		Very Good	

Taxes & Fees

Get Taxes & Fees

Estimated Payment

Need a lower payment? [Contact the dealer](#) for more options.

\$466/mo.*

Ally

16.96% APR for 72 mo.

[Apply for Financing](#) >

Saves 45 Min. At Dealership

Offer Breakdown

\$20,988

Send Offer

[Continue Online](#)

*Est. payment based on vehicle price (excluding taxes and fees) and associated lender rates for qualified buyers, term length and any associated trade-in equity or down payment from buyer. Contingent upon seller's acceptance of these terms. Terms may vary.

More from the seller

Janesville KIA 

KBB.com® Dealer Rating ★ 4.5 (1418)

Stock#: KI5312B

VIN: 3GNKBD6S6KS702647

2019 Chevrolet Blazer 3LT FWD, HEATED LEATHER SEATS, AUTOMATIC, BLUETOOTH, PREMIUM SOUND, BACKUP CAMERA, POWER DRIVER SEAT, POWER WINDOWS & LOCKS, POWER LIFTGATE, ALLOY WHEELS, DEALER INSPECTED BY ASE CERTIFIED TECHNICIANS, CALL TODAY 608-607-4163 TO SET UP YOUR TEST DRIVE, Apple CarPlay/Android Auto, Lane Change Alert w/Side Blind Zone Alert, Rear Cross Traffic Alert, Rear Park Assist w/Audible Warning. Odometer is 16954 miles below market average! CARFAX One-Owner. Clean CARFAX.

[See More](#) ▾

Looking for 2019 Chevrolet Blazer model information? [View all features and specifications](#)

Get to know this Chevrolet Blazer

Packages

Exterior

Interior

Safety

Mechanical

Technology

Other

License Plate Front Mounting Package

(will be forced on orders with ship-to states that require a front license plate)

See how this price measures up

Have peace of mind when you buy

Vehicle History Report

- No Accident or Damage Reported
- Single Owner

[View the Free Vehicle History Report](#) 

Optional Add-On Protections ⓘ

- GAP Protection
- Lifetime Powertrain
- Tires and Wheels
- Paint Protection

[Explore vehicle protection options](#)

Safety Recall ⓘ

 **GREAT PRICE** \$1,992 below market ⓘ

\$20,988 [See price and payment details](#)

☐ Finance

\$466/mo.

Cash

\$20,988

Ally 16.96% APR for 72 mo.

[Apply for Financing](#)

Got Questions? Contact the Dealer

Subject

This Vehicle's Availability 

First Name

Last Name

Email

Phone (optional)

Message

Is your Used 2019 Chevrolet Blazer LT listed for \$20,988 still available?

Send Email

☐ I'd like to receive tips, tools and resources via email from Kelley Blue Book and affiliates.

By using this service, you accept the terms of our [Visitor Agreement](#)

(608) 607-5146

**Delivery** ⓘ

Find out more about how to get this car delivered. [Get a quick estimate.](#)

Advertisement

[FAQ](#)[Contact Us](#)[Do Not Sell My Personal Information](#)[Do Not Process My Sensitive Information](#)[About Us](#)[Careers](#)[Corporate](#)[Advertising](#)[Media](#)[Site Map](#)[KBB Brazil](#)[KBB Canada](#)

© 1995-2025 Kelley Blue Book Co., Inc. All rights reserved.

[Copyrights & Trademarks](#) | [Vehicle Photos © Evox Images](#) | [Terms of Service](#) | [Privacy Policy](#) | [Linking Policy](#) |[Accessibility Statement](#) | [Manage Cookies](#)



CITY OF LANSING
124 W. Michigan Ave
Lansing, MI 48933
(517) 483-4128

TO: LAFONTAINE CHRYSLER DODGE JEEP RAM OF LA
6131 S. Pennsylvania Avenue
Lansing, MI 48911-5798

PURCHASE ORDER	
P.O. NUMBER	P092514
DATE	06/18/2025
VENDOR I.D.	V050657
FOB	DELIVERED
REQUISITION NO	PR022006

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL
INVOICES, PACKING LIST AND CORRESPONDENCE

DELIVER ITEMS TO:
LPD - OPERATIONS CENTER 5815 WISE RD LANSING, MI 48911 ATTN CHERYL RUPPRECHT

SEND INVOICE TO:
LPD - OPERATIONS CENTER 120 W MICHIGAN AVE 4TH FLOOR LANSING 48933-1603

Item No.	QTY	Description	Unit Price	Extended Price
1	1.00	2019 CHEV TR SWN VIN 3GNKBCRS9KS647590 254-343254-977000 \$19,852.00	\$19,852.00	\$19,852.00
2	1.00	PLATE 2019 CHEV VIN 3GNKBCRS9KS647590 254-343254-977000 \$15.00	\$15.00	\$15.00
3	(1.00)	2017 FORD TRUCK VIN 1FMCU9GD8HUE93022 254-343254-977000 \$(7,000.00)	\$7,000.00	\$(7,000.00)
4	1.00	2024 CHEV PICK UP VIN 1GCRDKEK6RZ133081 254-343254-977000 \$35,782.00	\$35,782.00	\$35,782.00
5	1.00	PLATE 2024 CHEV VIN 1GCRDKEK6RZ133081 254-343254-977000 \$15.00	\$15.00	\$15.00
Total:				\$48,664.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

Federal Tax ID: 38-6004628

Date
Printed: 09/02/2025

AUTHORIZED SIGNATURE



Robert Backus, Chief

LANSING POLICE DEPARTMENT

120 W. MICHIGAN AVENUE, LANSING MI 48933

ROBERT BACKUS, CHIEF

517.483.4600 | lansingmi.gov/LPD



Andy Schor, Mayor

To: Stephanie Robinson, Purchasing Department
From: Robert Backus, Chief of Police
Subject: Sole Source Request – Lansing Police Department Special Operations
Date: June 10th, 2025

The Lansing Police Special Operations Section has identified the need to purchase two vehicles for use by the Special Operations and Violent Crime Teams.

The Special Operations team is tasked with identifying and investigating subjects trafficking controlled substances within our community. The Violent Crime Team is tasked with identifying and apprehending our community's most violent offenders. For both of these teams, the use of undercover vehicles is paramount to their success at locating and surveilling offenders while putting together a plan for furthering the investigation or apprehension of the offender. Due to the nature of the operations, the vehicles must blend into the environment in which they are deployed. This is fulfilled by driving used common vehicles of standard colors.

Currently, the fleets for both the Special Operations and Violent Crime Teams are made up of different vehicle makes, models and colors to diversify their efforts to blend in. To add to that diversification the below vehicles have been located:

2024 Chevrolet Silverado 1500, 29,562 miles, at LaFontaine CDJR-Lansing

2019 Chevrolet Blazer, 51,237 miles, at LaFontaine CDJR-Lansing

Lt. Frazier has had both vehicles inspected by Fleet Services. Fleet Services personnel have confirmed that both vehicles are in excellent shape. Lt. Frazier has searched for comparable vehicles in the Lansing area and has not located the same vehicles for a lower price that offer the same features for the vehicles intended purpose.

I am requesting a sole source total purchase approval of \$48,649 for the above listed vehicles. The funds to pay for the vehicle will come from the Lansing Police Department Special Operations Section Forfeiture fund.

Thank you for your assistance with this matter.

Robert Backus, Chief of Police

"CAPITAL CITY'S FINEST"

Excellence - Character - Teamwork - Respect - Courage

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson, Senior Buyer
DATE: June 17, 2025
SUBJECT: Sole Source Purchase – LaFontaine Dodge

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Lansing Police Department
Vendor: LaFontaine Dodge
Item Purchased: Two Vehicles for Special Ops
Dollar Amount: \$ 48,649.00
Account: 254-343254-977000

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

sr



Sole Source Memo Letter

Information Page

Creator

STEPHANIE ROBINSON

Contact Person *

Stephanie Lee Robinson

Department

Police

Contact Person**Phone**

5174834128

Contact Person Email

stephanie.robinson@lansingmi.gov

Goods or Service? *

☒ Goods

☐ Services

Vendor Name *

LAFONTAINE CHRYSLER DODGE JEEP RAM

Vendor Number

V050657

Approval Deadline

6/18/2025

Proposed Start Date

6/18/2025

Proposed End Date

6/30/2025

Account Number

254-343254-977000

**Purchase Order
Number****Deadline Info****Justification**

REPLACEMENT OF TWO VEHICLES FOR THE SOS/SPECIAL OPS DIVISION

Routing

Mayor's Office: Click Forward Packet, then submit to complete task.

Mayor Approval

☒ Approved ☐ Denied

Mayor Signature
(Approval)



Support Documents

SOLE SOURCE MEMO TO MAYOR FROM PURCH LAFONTAINE	87.17KB
CHRYSLER DODGE JEEP RAM JUNE 2025.pdf	
Sole Source Letter.pdf	185.38KB
Statement of Sale.pdf	2.67MB
Comps.pdf	6.14MB

Purchasing PO

P092514 LAFONTAINE SOLE SOURCE LPD.pdf	127.79KB
--	----------

Cover Letter

SOLE SOURCE MEMO FOR LAFONTAINE DODGE TO COUNCIL - MAYOR	88.84KB
JUNE 2025.pdf	

Forward Packet*

☒ Done

CUST # 41625

DEAL # 35025

Purchase date 06/10/2025

Stock number

Delivery date 06/10/2025

LAFONTAINE CHRYSLER DODGE JEEP Dealer: RAM OF LANSING Street address: 6131 S PENNSYLVANIA AVE City: LANSING County: INGHAM State: MI ZIP code: 48911 Dealer license number Sales tax license number Phone number A003758 812457611 (517) 394-1200 Vehicle sold: ☐ New ☒ Used ☐ Demo Trade-in ☒ Yes ☐ No Trade-in year Trade-in make Vehicle Identification Number (VIN) 2017 FORD TRUCK 1FMCU9GD8HUE93022 Vehicle registration to transfer plate <i>Expires 30 days after delivery date</i> Plate transferred from: Year Make Vehicle Identification Number (VIN): Plate number: Vehicle history and title brand disclosure ☒ Police vehicle ☐ Vehicle has been flood damaged ☐ Municipal vehicle ☐ Salvage title was previously issued ☐ Taxi ☐ N/A Odometer mileage disclosure <i>The odometer mileage reading must match the mileage reading disclosed to the purchaser on the title or mileage statement.</i> <table style="width:100%;"> <tr> <td style="width:50%; text-align: center;"> 2 9 6 0 0 No tenths </td> <td style="width:50%;"> ☒ Actual mileage ☐ Exempt ☐ Not actual mileage </td> </tr> </table>				2 9 6 0 0 No tenths	☒ Actual mileage ☐ Exempt ☐ Not actual mileage	Plate number Plate expiration date: Month Day Year Year Make Body style County of residence 2024 CHEVROLET TR PICK UP Vehicle Identification Number Base MSRP or empty weight License plate fee 1GCRDKEK6RZ133081 50100.00 N/A Driver's license, ID, or FEIN number of all owners or lessees Plate transfer fee 1) 2) N/A 3) Title fee Complete names and address of all owners or lessor 15.00 CITY OF LANSING 124 W MICHIGAN AVE LANSING MI 48933 Title late fee: \$50 (\$100 for B dealer floor planned vehicles) N/A Sales tax N/A Total - transfer to line 5 15.00 Full rights to survivor ☒ Yes ☐ No Michigan No-Fault insurance company Policy or binder number Secured interest: Street address: City, state, ZIP: Lien filing date: 06/10/25 Lien code ID:																																					
2 9 6 0 0 No tenths	☒ Actual mileage ☐ Exempt ☐ Not actual mileage																																										
Remarks: I have selected and agree to pay the optional \$24 electronic filing fee Customer initials → MUNICIPAL TAX EXEMPT MUNICIPAL TITLE ONLY X PLATE Used vehicle dealers only Floor planned inventory lender: Recreation Passport? ☐ Yes ☒ No Purchaser or lessee's initials:				<table style="width:100%;"> <tr><td>1. Purchase price of vehicle (including freight & accessories)</td><td style="text-align: right;">35782.00</td></tr> <tr><td>2. Other taxable charges (documentary, service, temp. reg. fees, etc.)</td><td style="text-align: right;">N/A</td></tr> <tr><td>2a. Optional electronic \$24 filing fee</td><td style="text-align: right;">N/A</td></tr> <tr><td>3. Trade-in sales tax credit</td><td style="text-align: right;">7000.00</td></tr> <tr><td>4. Total taxable price (line 1 + line 2 + line 2a - line 3)</td><td style="text-align: right;">28782.00</td></tr> <tr><td>5. Sales tax + plate fee + title fee (from total above)</td><td style="text-align: right;">15.00</td></tr> <tr><td>6. Non-taxable charges (labor, service contract, etc.)</td><td style="text-align: right;">N/A</td></tr> <tr><td>7. Total delivered price (line 1 + line 2 + line 2a + line 5 + line 6)</td><td style="text-align: right;">35797.00</td></tr> <tr><td>8. Cash on deposit</td><td style="text-align: right;">N/A</td></tr> <tr><td>9. Cash due on delivery</td><td style="text-align: right;">28797.00</td></tr> <tr><td>10. Trade-in</td><td style="text-align: right;">\$ 7000.00</td></tr> <tr><td>11. Minus lien</td><td style="text-align: right;">\$ N/A</td></tr> <tr><td>12. Total down payment</td><td style="text-align: right;">7000.00</td></tr> <tr><td>13. Unpaid balance to be financed</td><td style="text-align: right;">N/A</td></tr> <tr><td>14. Insurance/additional product charge*</td><td style="text-align: right;">N/A</td></tr> <tr><td>15. Total amount of finance contract (line 13 + line 14)</td><td style="text-align: right;">N/A</td></tr> </table> *Warning: This insurance is not PL/PD No-Fault insurance required by Michigan law. <table style="width:100%;"> <tr> <td>☐ Credit life insurance</td> <td>☐ Health & accident insurance</td> </tr> <tr> <td>☐ Gap or waiver</td> <td>☐ N/A</td> </tr> </table> BFS-4 temporary registration number (this number may be handwritten) C N/A Printed name of salesperson MICHELLE M DEACON				1. Purchase price of vehicle (including freight & accessories)	35782.00	2. Other taxable charges (documentary, service, temp. reg. fees, etc.)	N/A	2a. Optional electronic \$24 filing fee	N/A	3. Trade-in sales tax credit	7000.00	4. Total taxable price (line 1 + line 2 + line 2a - line 3)	28782.00	5. Sales tax + plate fee + title fee (from total above)	15.00	6. Non-taxable charges (labor, service contract, etc.)	N/A	7. Total delivered price (line 1 + line 2 + line 2a + line 5 + line 6)	35797.00	8. Cash on deposit	N/A	9. Cash due on delivery	28797.00	10. Trade-in	\$ 7000.00	11. Minus lien	\$ N/A	12. Total down payment	7000.00	13. Unpaid balance to be financed	N/A	14. Insurance/additional product charge*	N/A	15. Total amount of finance contract (line 13 + line 14)	N/A	☐ Credit life insurance	☐ Health & accident insurance	☐ Gap or waiver	☐ N/A
1. Purchase price of vehicle (including freight & accessories)	35782.00																																										
2. Other taxable charges (documentary, service, temp. reg. fees, etc.)	N/A																																										
2a. Optional electronic \$24 filing fee	N/A																																										
3. Trade-in sales tax credit	7000.00																																										
4. Total taxable price (line 1 + line 2 + line 2a - line 3)	28782.00																																										
5. Sales tax + plate fee + title fee (from total above)	15.00																																										
6. Non-taxable charges (labor, service contract, etc.)	N/A																																										
7. Total delivered price (line 1 + line 2 + line 2a + line 5 + line 6)	35797.00																																										
8. Cash on deposit	N/A																																										
9. Cash due on delivery	28797.00																																										
10. Trade-in	\$ 7000.00																																										
11. Minus lien	\$ N/A																																										
12. Total down payment	7000.00																																										
13. Unpaid balance to be financed	N/A																																										
14. Insurance/additional product charge*	N/A																																										
15. Total amount of finance contract (line 13 + line 14)	N/A																																										
☐ Credit life insurance	☐ Health & accident insurance																																										
☐ Gap or waiver	☐ N/A																																										
I certify this vehicle was delivered to the named purchaser or lessee on the delivery date indicated above, all information on this form is accurate and the vehicle is subject only to the secured interest listed on this form. I certify the dealership will apply for title and registration in the purchaser's name within 21 days of the delivery date, and that I have provided paper or electronic copies of all signed documents to the purchaser. X Signature of dealer's agent MICHELLE M DEACON AGENT Printed name of dealer's agent Title				Purchaser warning: Do not sign a blank form I am purchasing or leasing this vehicle and am applying for a Michigan certificate of title and registration or, if the lessee, applying for a registration. I certify that my driver's license is not suspended, revoked, or denied as a repeat offender and I am eligible to purchase or register this vehicle. I further certify that if a tax exemption is shown above it is valid.																																							

X	06/10/25	X N/A	N/A	X N/A	N/A
Purchaser or lessor's signature	Date	Co-purchaser's signature	Date	Co-purchaser's signature	Date
X N/A	N/A	X N/A	N/A	X N/A	N/A
Lessee's signature	Date	Co-lessee's signature	Date	Co-lessee's signature	Date

Note to purchasers: If you do not receive your vehicle title within 45 days, contact the Department of State Information Center at 888-767-6424.

CITY OF LANSING

CUSTOMER'S NAME

STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, LAFONTAINE CHRYSLER DODGE JEEP
RAM OF LANSING (transferor's name, Print)

state that the odometer now reads 29600 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.
WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
CHEVROLET TRUCK	SILVERADO 1500	4WD DOUBLE 147"
VEHICLE IDENTIFICATION NUMBER		YEAR
1GCRDKEK6RZ133081		2024

X

TRANSFEROR'S SIGNATURE

LAFONTAINE CHRYSLER DODGE JEEP
RAM OF LANSING
PRINTED NAME

6131 S PENNSYLVANIA AVE
TRANSFEROR'S ADDRESS (STREET)

LANSING MI 48911
CITY STATE ZIP CODE

06/10/2025
DATE OF STATEMENT

X

TRANSFEEE'S SIGNATURE

CITY OF LANSING
PRINTED NAME

CITY OF LANSING
TRANSFEEE'S NAME

124 W MICHIGAN AVE
TRANSFEEE'S ADDRESS (STREET)

LANSING MI 48933
CITY STATE ZIP CODE

ion Statement of Vehicle Sale

DEAL # 35026

Purchase date 06/10/2025

Stock number _____

Delivery date 06/10/2025

LAFONTAINE CHRYSLER DODGE JEEP Dealer: RAM OF LANSING Street address: 6131 S PENNSYLVANIA AVE City: LANSING County: INGHAM State: MI ZIP code: 48911 Dealer license number Sales tax license number Phone number A003758 812457611 (517) 394-1200		Plate number _____ Plate expiration date: Month _____ Day _____ Year _____ Year _____ Make _____ Body style _____ 2019 CHEVROLET TR WGN Vehicle Identification Number Base MSRP or empty weight 3GNKBCRS9KS647590 33300.00 Driver's license, ID, or FEIN number of all owners or lessees 1) _____ 2) _____ 3) _____ Complete names and address of all owners or lessor CITY OF LANSING 124 W MICHIGAN AVE LANSING MI 48933		Months ☐ Title only ☐ New plate ☐ Renewal ☐ Transfer County of residence _____ License plate fee _____ N/A Plate transfer fee _____ N/A Title fee _____ 15.00 Title late fee: \$50 (\$100 for B dealer floor planned vehicles) N/A Sales tax _____ N/A Total - transfer to line 5 15.00 Full rights to survivor ☒ Yes ☐ No					
Vehicle sold: ☐ New ☒ Used ☐ Demo Trade-in ☐ Yes ☒ No Trade-in year _____ Trade-in make _____ Vehicle Identification Number (VIN) _____ N/A N/A N/A Vehicle registration to transfer plate <i>Expires 30 days after delivery date</i> Plate transferred from: Year _____ Make _____ Vehicle Identification Number (VIN): _____ Plate number: _____		Complete names and address of all lessees Michigan No-Fault insurance company _____ Policy or binder number _____							
Vehicle history and title brand disclosure ☒ Police vehicle ☐ Vehicle has been flood damaged ☐ Municipal vehicle ☐ Salvage title was previously issued ☐ Taxi ☐ N/A		Secured interest: Street address: _____ City, state, ZIP: _____ Lien filing date: 06/10/25 Lien code ID: _____							
Odometer mileage disclosure <i>The odometer mileage reading must match the mileage reading disclosed to the purchaser on the title or mileage statement.</i> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px; text-align: center;">5</td> <td style="width: 20px; height: 20px; text-align: center;">1</td> <td style="width: 20px; height: 20px; text-align: center;">2</td> <td style="width: 20px; height: 20px; text-align: center;">8</td> <td style="width: 20px; height: 20px; text-align: center;">0</td> </tr> </table> No tenths ☒ Actual mileage ☐ Exempt ☐ Not actual mileage			5	1	2	8	0	1. Purchase price of vehicle (including freight & accessories) 19852.00 2. Other taxable charges (documentary, service, temp. reg. fees, etc.) N/A 2a. Optional electronic \$24 filing fee N/A 3. Trade-in sales tax credit N/A 4. Total taxable price (line 1 + line 2 + line 2a - line 3) 19852.00 5. Sales tax + plate fee + title fee (from total above) 15.00 6. Non-taxable charges (labor, service contract, etc.) 0.00 7. Total delivered price (line 1 + line 2 + line 2a + line 5 + line 6) 19867.00 8. Cash on deposit N/A 9. Cash due on delivery 19867.00 10. Trade-in \$ N/A 11. Minus lien \$ N/A 12. Total down payment 19867.00 13. Unpaid balance to be financed 0.00 14. Insurance/additional product charge* N/A 15. Total amount of finance contract (line 13 + line 14) N/A *Warning: This insurance is not PL/PD No-Fault insurance required by Michigan law. ☐ Credit life insurance ☐ Health & accident insurance ☐ Gap or waiver ☐ N/A BFS-4 temporary registration number (this number may be handwritten) C Printed name of salesperson MICHELLE M DEACON	
	5	1	2	8	0				
Remarks: MUNICIPAL TAX EXEMPT MUNICIPAL TITLE ONLY X PLATE Used vehicle dealers only Floor planned inventory lender: _____ Recreation Passport? ☐ Yes ☒ No Purchaser or lessee's initials: _____ I certify this vehicle was delivered to the named purchaser or lessee on the delivery date indicated above, all information on this form is accurate and the vehicle is subject only to the secured interest listed on this form. I certify the dealership will apply for title and registration in the purchaser's name within 21 days of the delivery date, and that I have provided paper or electronic copies of all signed documents to the purchaser. X _____ Signature of dealer's agent MICHELLE M DEACON AGENT Printed name of dealer's agent Title		I have selected and agree to pay the optional \$24 electronic filing fee Customer initials _____ _____ _____							

Purchaser warning: Do not sign a blank form

I am purchasing or leasing this vehicle and am applying for a Michigan certificate of title and registration or, if the lessee, applying for a registration. I certify that my driver's license is not suspended, revoked, or denied as a repeat offender and I am eligible to purchase or register this vehicle. I further certify that if a tax exemption is shown above it is valid.

X _____	<u>06/10/25</u>	X <u>N/A</u>	<u>N/A</u>	X <u>N/A</u>	<u>N/A</u>
Purchaser or lessor's signature	Date	Co-purchaser's signature	Date	Co-purchaser's signature	Date
X <u>N/A</u>	<u>N/A</u>	X <u>N/A</u>	<u>N/A</u>	X <u>N/A</u>	<u>N/A</u>
Lessee's signature	Date	Co-lessee's signature	Date	Co-lessee's signature	Date

Note to purchasers: If you do not receive your vehicle title within 45 days, contact the Department of State Information Center at 888-767-6424.

CITY OF LANSING

CUSTOMER'S NAME

STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, LAFONTAINE CHRYSLER DODGE JEEP
RAM OF LANSING (transferor's name, Print)

state that the odometer now reads 51280 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
CHEVROLET TRUCK	BLAZER	4DR FWD LT
VEHICLE IDENTIFICATION NUMBER		YEAR
3GNKBCRS9KS647590		2019

X

TRANSFEROR'S SIGNATURE

LAFONTAINE CHRYSLER DODGE JEEP
RAM OF LANSING
PRINTED NAME

6131 S PENNSYLVANIA AVE
TRANSFEROR'S ADDRESS (STREET)

LANSING MI 48911

CITY

STATE

ZIP CODE

06/10/2025

DATE OF STATEMENT

X

TRANSFEEE'S SIGNATURE

CITY OF LANSING
PRINTED NAME

CITY OF LANSING
TRANSFEEE'S NAME

124 W MICHIGAN AVE
TRANSFEEE'S ADDRESS (STREET)

LANSING MI 48933

CITY

STATE

ZIP CODE

VEHICLE INVOICE LAFONTAINE CHRYSLER DODGE JEEP RAM OF LANSING 6131 S PENNSYLVANIA AVE LANSING MI 48911				
CUST # 41625 DEAL # 35026				
SOLD TO: CITY OF LANSING ADDRESS: 124 W MICHIGAN AVE LANSING MI 48933				
DATE 06/10/2025 P.O. #				
SALESMAN MICHELLE M DEACON				
MAKE	MODEL	NEW OR USED	VIN	YEAR
CHEVROL	BLAZER	USED	3GNKBGRS9KS647590	19
KEY NO.				
SOLD STK #				
PRICE OF VEHICLE OPTIONAL EQUIP. & ACCESS.				
19852.00				
LAG FAMILY DEAL ADV				
0.00				
SALES TAX LICENSE AND TITLE				
N/A 15.00				
TOTAL CASH PRICE				
19867.00				
FINANCING INSURANCE				
N/A N/A				
TOTAL TIME PRICE				
19867.00				
SETTLEMENT:				
DEPOSIT CASH ON DELIVERY TRADE-IN LESS LIEN TYPE VIN PAYMENTS 1 @				
N/A 19867.00 N/A N/A N/A N/A N/A				
TOTAL				
19867.00				

FORM SA-131N_e (1-97)

Keyhole and Retools ORDER TOLL FREE: 1-800-344-0996 FAX: 1-800-631-9055
THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

Swope, Chris

From: Austin Burk <apburk@gmail.com>
Sent: Tuesday, August 26, 2025 11:29 AM
To: Lansing Mayor; Clerk, City
Subject: [EXTERNAL] Concern About Flock Cameras in Lansing

Dear Mayor Schor and Lansing City Council,

I am writing to express my concern about the growing number of Flock Safety cameras being installed around Lansing. These cameras may be marketed as tools for public safety, but to me and many others, they represent an unnecessary intrusion into daily life.

I do not want my movements logged in a database whenever I drive through town. Knowing that my comings and goings are being recorded and stored, even if only “temporarily”, undermines my sense of privacy and freedom.

Before more cameras are added, I ask that the City be transparent about how this data is collected, how long it is stored, who has access to it, and whether it is being shared beyond Lansing. I would also urge you to consider whether the benefits truly outweigh the risks of mass surveillance in our community.

I want Lansing to feel like a place where residents are trusted, not monitored. Please pause further expansion of the Flock camera program until the public has a full chance to weigh in.

Thank you for your time and attention.

Sincerely,

Austin Burk of the Old Everett Neighborhood in Lansing, MI
517.930.1596

Swope, Chris

From: Matt DeMay <highlander7983@gmail.com>
Sent: Tuesday, August 26, 2025 12:38 PM
To: Clerk, City
Subject: [EXTERNAL] Against the expansion of the police state

The installation of flock cameras is a folly that will cost the city valuable funds, and it's citizens it's freedoms. They create an opening for the emerging Neo-Fascist party to monitor the comings and goings of this cities citizens for no real benefit. These cameras do nothing to dissuade crime(The UK is covered in them yet they have more crime than we do) and will only lead to a more intrusive surveillance state.

Only a dipshit would continue down this path.

Swope, Chris

From: Michael Mulholland <michaelamulholland@gmail.com>
Sent: Tuesday, August 26, 2025 1:01 PM
To: Clerk, City
Subject: [EXTERNAL] Flock "Security" Cameras

Dear City Clerk Swipe,

I am concerned about the recent uptick in Flock Cameras being installed in and around the Lansing area. These cameras scan every car that passes by, day and night, and automatically log the time and location. Even if a license plate isn't visible, they claim to use AI to track vehicles by unique features like roof racks, bumper stickers, dents, or custom wheels. That means daily routines: the school run, your workplace, where you worship, even visits near community centers like the Fledge end up in a searchable database. All of that data can be stored and shared far beyond Lansing, including with federal agencies or private corporations. It creates a record of innocent peoples' movements which is nothing short of mass surveillance of primarily innocent citizens. Given the current political climate, the potential for misuse is even more concerning.

I would like to know what is being done with this collected data, how long it's being stored, and what safeguards, if any, are in place to prevent its misuse by people and agencies who most assuredly do not have our community's best interests in mind.

Thank you,

Michael A. Mulholland
michaelamulholland@gmail.com



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

May 28, 2025

Lansing City Council,

The YMCA of Lansing would like to provide insight on the Evergreen Park Property formerly known as Autumn Ridge Apartments located at 900 Long Blvd., Lansing, 48911. The Oak Park YMCA is a neighboring property to this complex and we would like to share that the new owner (Greatwater Opportunity Capital LLC), appears to be making great investments into this property creating a more welcoming and peaceful place for residents and for the community.

The YMCA has a long standing easement with this property where the complex can use an easement to access their office and in exchange, they pay for snow removal and grass mowing. Justin Golden and his team have been great in keeping up with this agreement and reimbursing the Y for expenses related to the easement agreement.

In addition to cleaning up the housing complex, Justin and his team have started conversations to have a partnership for all of their tenants where Justin will provide a \$20 rent credit to all his tenants who have a monthly YMCA membership. We feel the YMCA and Evergreen Park partnership is very beneficial as the sense of community is re-built in this part of South Lansing.

Justin also has offered to explore Evergreen Park providing contractors to tear down the old YMCA tennis courts and extra concrete spaces and create a green space that the YMCA and his tenants can enjoy. We are currently working through details to identify a timeline and next steps for this project.

I would like to offer the support of the YMCA that we share Justin's vision to create a community in the complex we both reside in and to ensure the cleanliness, upkeep, and culture of positivity ensues. The YMCA is hopeful progress will continue and that the green space project will help be a pivotal piece of creating green space for so many in our community to use.

Sincerely,

Casey Thompson

Casey Thompson
President & CEO
YMCA of Metropolitan Lansing

YMCA of Metropolitan Lansing
Corporate Office
1223 Turner Street Suite 300
Lansing, MI 48906

Hello!

As a future resident of Evergreen Park, I would like to point out the things I'm thoroughly impressed because of the new management.

1) They're probably some of the most relatable and sweetest leasing agents I've encountered. Dreya has been nothing but helpful through the entire process, staying in contact with me and giving me answers to any questions I've had during the application process. She's a wonderful person to interact with and Makenzi is just as awesome!

2) As someone who has been going in and out of this complex giving rides to a coworker for nearly three years who just recently moved back in after Evergreen took over the complex... I can honestly say I'm happy to see them changing things around. Knocking down anything outdated or dangerous to tenants fixing the fence line to the community was one of the first things I saw them do before I even considered moving into this complex. They've completely redone the balcony's to the apartments (this is huge for my household considering our current residence is a joke. I'm genuinely excited to leave this place and go to Evergreen. Even if I have to pay a bit more) and have been working to ensure this is a safe environment to live and raise children and pets.

3) To be as transparent as possible in this letter I'd like to point out that the only things I'm unhappy about are the state in which the roads are in (this is NOT Evergreen's fault. Autumn ridge did NOT take care of this place) I'm incredibly pleased to know Evergreen has been in contact with the city to try and get those fixed ASAP because there's potholes the size of a small child all throughout the whole complex. The only other thing that bugs me is paying \$2.20 for a load of laundry. With the prices tenants pay for rent, I'd honestly love to have them consider bringing that price down because things are expensive enough as they are and we are already going to be paying over \$1000 for rent.

4) The last things? I just wish they would accept anything other than a cashier's check for the deposit AND I wish I didn't have to pay a \$10 convenience fee while paying rent. My current complex also does this and it's absurd. I was hoping to get away from that kinda stuff.

Overall the experience with Evergreen has been an exciting one. We move in on the 27th of March and I don't think I'm gonna miss the current place I reside(Feel free to reach out to ask me about Lansing 74).

Thank you for taking the time to read my letter. Evergreen is turning things around for this complex and it finally seems to be in the care of a company that wants to improve things for the tenants.

☺ Kaedus Yang

Dear Councilmen/women,

I am writing to highlight how Evergreen Park Apartments has proven to be a valuable asset to our community. Not only does it provide affordable and quality housing for individuals and families, but it also fosters a sense of belonging and community spirit among its residents.

The apartments offer a safe and well-maintained environment, helping to improve the overall quality of life for those who call it home. Evergreen Park Apartments also contributes to local businesses and services, creating a positive economic impact. Moreover, the green spaces and shared areas encourage social interaction, creating opportunities for neighbors to connect and collaborate.

I believe that Evergreen Park Apartments plays a vital role in enhancing the social and economic well-being of our community, and i am proud to have it as part of my neighborhood.

Sincerely,

Tristan Smith

Resident

Donte Hamilton
900 Long Blvd. #679
Lansing, MI 48911

Lansing City Council

Subject: Appreciation for Community Improvements and Pest Control Resolution

To Whomever it May Concern,

I am writing to express my appreciation for the **recent improvements and positive changes** within my community. In the past, we experienced **pest control issues** caused by a neighboring resident. However, since the neighbor has moved out, the **on-site management team** has been extremely responsive in addressing the problem. They have worked with us promptly and effectively to resolve the issue, creating a more comfortable and healthy living environment.

Additionally, I want to acknowledge the **new management company** for their dedication to the property's upkeep. It is clear that they are making **visible repairs and enhancements** throughout the community, which has greatly improved the overall condition and appearance of the property.

I appreciate your continued support in helping maintain and improve our neighborhood. Please feel free to reach out if you have any questions or need further information.

Sincerely,

Donte Hamilton

A handwritten signature in black ink, appearing to read 'Donte Hamilton', written over the printed name.

Lenah Mutegi
900 Long Blvd
Lansing, MI
03/25/2025

City Council of Lansing
Lansing

Subject: My Experience at Evergreen Park Apartments

To whom it may concern,

I am happy to share my experience living at Evergreen Park Apartments. It has been a great place to live, and I have really enjoyed my time here.

The leasing process was very smooth, and Dreya was extremely helpful. She made everything easy and answered all my questions. Moving in was simple, and I felt welcomed right away.

One of the best things about living here is how well the apartments are managed. The staff is very friendly and always ready to help. They are very prompt with maintenance, fixing any issues quickly. They always make sure everything is working properly, which makes living here stress-free. The community is quiet, safe, and well taken care of. The amenities are also great and make living here even better.

I am really happy to be part of this community and would recommend Evergreen Park Apartments to anyone looking for a nice place to live in Lansing.

Thank you for your time and consideration.

Hello Evergreen Managment and Lansing City Council

I'm writing this letter to make you aware that I thank you for your always Professional assistance with any Issue that I task you with. Living here Is a pleasure and a adventure. I appreciate all the new management company has done in the past year. Lookin forward to more. Thank You Makenzie for your time and kindness.

Robert Rogers~ Apt 619

Dear Lansing City Council,

As a resident that has been on the property since 2018, when it was called Autumn Ridge, I appreciate and love the changes the Evergreen Park management and staff have contributed to the improvements of the property. Since taking over things, things have been getting done and the property is alive again! There's still work to do from the last owners, but it is a pleasure to see the progress that is being made. Glad to be a current resident!

Chantelle Henry

900 Long blvd. #531

Lansing MI, 48911

Chantellehenry28@gmail.com

My mother and I have lived in our townhome for eight years. In the past year, we have seen a lot of improvement.

They cleared out a lot of the trees. They have Fixed and replaced all the roofs . The garages Have been taken down and replaced with nice parking lots. We received 2 new toilets.

I had a plumbing issue at Thanksgiving and they had a plumber come out on the holiday to fix my problem.

We have been very satisfied with Evergreen Park.

Sincerely,

Linda Dale

You will not be called to speak unless all required blanks on this form are completed.



Public Comment on City Government Matters Registration

*The City of Lansing welcomes and encourages public comment relating to City Government Related Matters. In order to facilitate public input, you **MUST** complete this card and submit it to the City Clerk or City Clerk Staff prior the close of registration as announced by the City Clerk.*

Each member of the public who has registered to speak will have up to a total of three minutes to address Council on City Government Related Matters that concern them. A **City Government Related Matter** is an issue or topic relevant to the operation or governance of the City.*

Topic(s) to be addressed EVERGREEN PARK PILOT PROGRAM

Name (print) MEGHANN BALKEN E-Mail (optional) meghannbhodges@gmail.com
cp

Address (street, city, zip) 806 CREYS RD, DIMONDALE MI 48821

Company or organization represented, etc. (if applicable) EVERGREEN PARK

Signature MBalken Pronouns SHE/HER

- Public speakers will be called by the City Clerk. When the City Clerk recognizes you, please proceed to the speaker's podium and speak directly and clearly into the microphone. Do not touch the microphone.
- Direct your comments to the Council President.
- No speaker called upon to speak shall by speech or conduct disturb, disrupt, delay, interfere with, or otherwise impede the orderly conduct of the Council meeting.
- No personal attacks or defamatory remarks towards any person will be permitted.
- Questions raised during public comment may or may not be answered by the President, another Council Member, the Mayor, or member of the City Staff during the meeting.
- Time limit to address the council on legislative matters is **3 Minutes***.
- Spokespersons for a group or shared viewpoint are encouraged; however, a speaker's time limit may not be increased through assignment of someone else's time or opportunity to speak.
- No registrations will be accepted after the deadline as announced by the City Clerk.
- If you wish to submit written materials, please provide them to the City Clerk or City Clerk staff along with this form.
- The City Council conducts its open meetings in an orderly manner in accordance with the Open Meetings Act. Council meetings will not be conducted as interactive forums or "town meetings."

Thank you for your involvement and interest in our City,
Chris Swope, Lansing City Clerk, MiPMC / MMC

* *The Presiding Officer may reduce the amount of time for each speaker if he or she determines that the number of registered speakers is so numerous that the meeting cannot be timely concluded without a reduction in the time allocated for each speaker.*

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.

You will not be called to speak unless all required blanks on this form are completed.



Public Comment on City Government Matters Registration

*The City of Lansing welcomes and encourages public comment relating to City Government Related Matters. In order to facilitate public input, you **MUST** complete this card and submit it to the City Clerk or City Clerk Staff prior the close of registration as announced by the City Clerk.*

Each member of the public who has registered to speak will have up to a total of three minutes to address Council on City Government Related Matters that concern them. A **City Government Related Matter** is an issue or topic relevant to the operation or governance of the City.*

Topic(s) to be addressed Evergreen Park

Name (print) Jake Kolka E-Mail (optional) evergreenparks@bezk.com

Address (street, city, zip) 205 White St Williamston MI 48995

Company or organization represented, etc. (if applicable) Bezk / Great Water

Signature [Signature] Pronouns He/Him

- Public speakers will be called by the City Clerk. When the City Clerk recognizes you, please proceed to the speaker's podium and speak directly and clearly into the microphone. Do not touch the microphone.
- Direct your comments to the Council President.
- No speaker called upon to speak shall by speech or conduct disturb, disrupt, delay, interfere with, or otherwise impede the orderly conduct of the Council meeting.
- No personal attacks or defamatory remarks towards any person will be permitted.
- Questions raised during public comment may or may not be answered by the President, another Council Member, the Mayor, or member of the City Staff during the meeting.
- Time limit to address the council on legislative matters is **3 Minutes***.
- Spokespersons for a group or shared viewpoint are encouraged; however, a speaker's time limit may not be increased through assignment of someone else's time or opportunity to speak.
- No registrations will be accepted after the deadline as announced by the City Clerk.
- If you wish to submit written materials, please provide them to the City Clerk or City Clerk staff along with this form.
- The City Council conducts its open meetings in an orderly manner in accordance with the Open Meetings Act. Council meetings will not be conducted as interactive forums or "town meetings."

Thank you for your involvement and interest in our City,
Chris Swope, Lansing City Clerk, MiPMC / MMC

* *The Presiding Officer may reduce the amount of time for each speaker if he or she determines that the number of registered speakers is so numerous that the meeting cannot be timely concluded without a reduction in the time allocated for each speaker.*

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.

You will not be called to speak unless all required blanks on this form are completed.



Public Comment on City Government Matters Registration

*The City of Lansing welcomes and encourages public comment relating to City Government Related Matters. In order to facilitate public input, you **MUST** complete this card and submit it to the City Clerk or City Clerk Staff prior the close of registration as announced by the City Clerk.*

Each member of the public who has registered to speak will have up to a total of three minutes to address Council on City Government Related Matters that concern them. A **City Government Related Matter** is an issue or topic relevant to the operation or governance of the City.*

Topic(s) to be addressed Charter Comm Failure

Name (print) Nickles Zander E-Mail (optional) hwzand@gmail.com
cp
Address (street, city, zip) 411 W Willow Ave Lansing MI 48904

Company or organization represented, etc. (if applicable) CTNA

Signature Nickles Zander Pronouns he/him/his

- Public speakers will be called by the City Clerk. When the City Clerk recognizes you, please proceed to the speaker's podium and speak directly and clearly into the microphone. Do not touch the microphone.
- Direct your comments to the Council President.
- No speaker called upon to speak shall by speech or conduct disturb, disrupt, delay, interfere with, or otherwise impede the orderly conduct of the Council meeting.
- No personal attacks or defamatory remarks towards any person will be permitted.
- Questions raised during public comment may or may not be answered by the President, another Council Member, the Mayor, or member of the City Staff during the meeting.
- Time limit to address the council on legislative matters is **3 Minutes***.
- Spokespersons for a group or shared viewpoint are encouraged; however, a speaker's time limit may not be increased through assignment of someone else's time or opportunity to speak.
- No registrations will be accepted after the deadline as announced by the City Clerk.
- If you wish to submit written materials, please provide them to the City Clerk or City Clerk staff along with this form.
- The City Council conducts its open meetings in an orderly manner in accordance with the Open Meetings Act. Council meetings will not be conducted as interactive forums or "town meetings."

Thank you for your involvement and interest in our City,
Chris Swope, Lansing City Clerk, MiPMC / MMC

* *The Presiding Officer may reduce the amount of time for each speaker if he or she determines that the number of registered speakers is so numerous that the meeting cannot be timely concluded without a reduction in the time allocated for each speaker.*

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.

You will not be called to speak unless all required blanks on this form are completed.



Public Comment on City Government Matters Registration

*The City of Lansing welcomes and encourages public comment relating to City Government Related Matters. In order to facilitate public input, you **MUST** complete this card and submit it to the City Clerk or City Clerk Staff prior the close of registration as announced by the City Clerk.*

Each member of the public who has registered to speak will have up to a total of three minutes to address Council on City Government Related Matters that concern them. A **City Government Related Matter** is an issue or topic relevant to the operation or governance of the City.*

Topic(s) to be addressed Fallen Angels Encampment

Name (print) Ivan Droste E-Mail (optional) _____

Address (street, city, zip) 2018 Rossiter Pl. Lansing, MI 48911

Company or organization represented, etc. (if applicable) _____

Signature Ivan Droste Pronouns He/Him

- Public speakers will be called by the City Clerk. When the City Clerk recognizes you, please proceed to the speaker's podium and speak directly and clearly into the microphone. Do not touch the microphone.
- Direct your comments to the Council President.
- No speaker called upon to speak shall by speech or conduct disturb, disrupt, delay, interfere with, or otherwise impede the orderly conduct of the Council meeting.
- No personal attacks or defamatory remarks towards any person will be permitted.
- Questions raised during public comment may or may not be answered by the President, another Council Member, the Mayor, or member of the City Staff during the meeting.
- Time limit to address the council on legislative matters is **3 Minutes***.
- Spokespersons for a group or shared viewpoint are encouraged; however, a speaker's time limit may not be increased through assignment of someone else's time or opportunity to speak.
- No registrations will be accepted after the deadline as announced by the City Clerk.
- If you wish to submit written materials, please provide them to the City Clerk or City Clerk staff along with this form.
- The City Council conducts its open meetings in an orderly manner in accordance with the Open Meetings Act. Council meetings will not be conducted as interactive forums or "town meetings."

Thank you for your involvement and interest in our City,
Chris Swope, Lansing City Clerk, MiPMC / MMC

* *The Presiding Officer may reduce the amount of time for each speaker if he or she determines that the number of registered speakers is so numerous that the meeting cannot be timely concluded without a reduction in the time allocated for each speaker.*

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.

You will not be called to speak unless all required blanks on this form are completed.



Public Comment on City Government Matters Registration

*The City of Lansing welcomes and encourages public comment relating to City Government Related Matters. In order to facilitate public input, you **MUST** complete this card and submit it to the City Clerk or City Clerk Staff prior the close of registration as announced by the City Clerk.*

Each member of the public who has registered to speak will have up to a total of three minutes to address Council on City Government Related Matters that concern them. A **City Government Related Matter** is an issue or topic relevant to the operation or governance of the City.*

Topic(s) to be addressed Dietrich

Name (print) Darren E-Mail (optional) _____

Address (street, city, zip) Lansing

Company or organization represented, etc. (if applicable) _____

Signature [Signature] Pronouns _____

- Public speakers will be called by the City Clerk. When the City Clerk recognizes you, please proceed to the speaker's podium and speak directly and clearly into the microphone. Do not touch the microphone.
- Direct your comments to the Council President.
- No speaker called upon to speak shall by speech or conduct disturb, disrupt, delay, interfere with, or otherwise impede the orderly conduct of the Council meeting.
- No personal attacks or defamatory remarks towards any person will be permitted.
- Questions raised during public comment may or may not be answered by the President, another Council Member, the Mayor, or member of the City Staff during the meeting.
- Time limit to address the council on legislative matters is **3 Minutes***.
- Spokespersons for a group or shared viewpoint are encouraged; however, a speaker's time limit may not be increased through assignment of someone else's time or opportunity to speak.
- No registrations will be accepted after the deadline as announced by the City Clerk.
- If you wish to submit written materials, please provide them to the City Clerk or City Clerk staff along with this form.
- The City Council conducts its open meetings in an orderly manner in accordance with the Open Meetings Act. Council meetings will not be conducted as interactive forums or "town meetings."

Thank you for your involvement and interest in our City,
Chris Swope, Lansing City Clerk, MiPMC / MMC

* *The Presiding Officer may reduce the amount of time for each speaker if he or she determines that the number of registered speakers is so numerous that the meeting cannot be timely concluded without a reduction in the time allocated for each speaker.*

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.