



AGENDA
Committee of the Whole

Monday, June 8, 2020 @ 5:00 p.m.

Join Zoom Meeting <https://us02web.zoom.us/j/82074625780> Meeting ID: 820 7462 5780

Dial 312-626-6799

Email comments prior to the meeting to sherrie.boak@lansingmi.gov

Council Member Spadafore, Chairperson
Council Member Hussain, Vice Chairperson

- 1) **Call to Order**
- 2) **Roll Call**
- 3) **Minutes**
 - May 18, 2020
- 4) **Public Comment on Agenda Items (Up to 3 Minutes)**
- 5) **Discussion/Action:**
 - A.) RESOLUTION – Grant Acceptance; STOP Violence Against Women Grant; Michigan Department of Health and Human Services (discharged from Committee on Ways and Means)
 - B.) RESOLUTION – Grant Acceptance; Approval to Accept \$10,000 Public Art for Communities Grant from PNC Foundation’s Public Art for Communities and Lansing Economic Area Partnership (discharged from Committee on Ways and Means)’
 - C.) RESOLUTION – Introduction & Setting of Public Hearing; Ordinance - Re-adopting the Codified Ordinances of the City of Lansing
 - D.) RESOLUTION - SLU-3-2020; 610 N. Capitol Avenue (N. Grand Avenue portion); Construct a Parking Ramp in the “G-1” Business District- (public hearing tonight)
- 7.) **Other**
- 8.) **Adjourn**

With Executive Order 2020-4, Governor Whitmer declared a statewide State of Emergency due to the spread of the novel coronavirus (COVID-19). To mitigate the spread of COVID-19 and to provide essential protections to vulnerable Michiganders and this State's health care system and other critical infrastructure, it is crucial that all Michiganders take steps to limit in-person contact, particularly in the context of large groups. Therefore, the above meetings will be conducted via audio/video conference.

The meetings are being held electronically in accordance with the Open Meetings Act in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may do so by logging into or calling into the meetings using the website or phone number above, and meeting ID provided. Michigan Executive Order 2020-75 provides temporary authorization of remote participation in public meetings and hearings.

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

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

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



MINUTES
Committee of the Whole Special Meeting
Monday, May 18, 2020 @ 5:00 p.m.

Via Zoom Meeting: <https://us02web.zoom.us/j/81320673508>
Meeting ID: 813 2067 3508

CALL TO ORDER

Council President Spadafore called the meeting to order at 5:00 p.m.

PRESENT- via audio/video

Councilmember Peter Spadafore
Councilmember Adam Hussain
Councilmember Carol Wood
Councilmember Patricia Spitzley
Councilmember Kathie Dunbar- arrived at 5:03 p.m.
Councilmember Brandon Betz
Councilmember Jeremy Garza
Councilmember Brian T. Jackson – arrived at 5:03 p.m.

MEMBERS PRESENT- via audio/video

Sherrie Boak, Council Staff
Mayor Schor
Samantha Harkins, Deputy Mayor
Jim Smiertka, City Attorney
Shelbi Frayer, Chief Strategy Officer
Jack Brower, Budget Director
Lisa Hagen, Assistant City Attorney
Chris Swope, City Clerk
Megan Martin, Arts Council
Eric Larson
Lansing Art Gallery Representative
Amy Morris Hall, Potter Park Zoology Society
Morgan Kara Butts
Chris Allen, Executive Director Lansing 501
Ivan Iller
Terry, President of Institute of Contemporary Art and Message Maker

Minutes

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE MINUTES FROM MAY 11, 2020 AS PRESENTED. ROLL CALL VOTE, MOTION CARRIED 6-0.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE MINUTES FROM MAY 13, 2020 AS PRESENTED. ROLL CALL VOTE, MOTION CARRIED 6-0.

Public Comment

Ms. Martin spoke on the agenda item of the budget and how it related to the impact on art funds along with art and culture grants. Ms. Martin spoke in support of continuing the funding.

Mr. Larson spoke in support of maintaining funds in the budget for arts and culture.

The representative from the Lansing Art Gallery spoke in support of continued funding to the arts and culture.

Ms. Morris Hall spoke in support of funding in the budget for the agencies and organizations.

Ms. Butts spoke in support of the arts culture budget.

Mr. Allen spoke in support of the funding in the budget for agencies and grants.

Mr. Iller spoke in support of arts culture funding.

Mr. Terry spoke in support of art and culture funding in the budget and asked for more than what was proposed.

Council Member Wood noted to the Committee that on April 4th a grant for \$10,000 for Public Art Communities was referred to the Ways and Means Committee, and on April 13th a grant for STOP Violence against Women was referred to the Ways and Means Committee. At this time because of the need for timely action, she will be making a motion to discharge.

MOTION BY COUNCIL MEMBER WOOD TO DISCHARGE THE FOLLOWING GRANTS THAT WERE PREVIOUSLY REFERRED TO THE COMMITTEE ON WAYS AND MEANS TO THE COMMITTEE OF THE WHOLE FOR ACTION ON JUNE 8, 2020:

- Grant Acceptance; STOP Violence Against Women Grant; Michigan Department of Health and Human Services
- Grant Acceptance; Approval to Accept \$10,000 Public Art for Communities Grant from PNC Foundation's Public Art for Communities and Lansing Economic Area Partnership

ROLL CALL VOTE, MOTION CARRIED 8-0.

Council Member Spitzley noted that on April 13th there were three items referred to the Committee on Development on Planning for parking ramps for Lansing Community College. At this time the applicants have asked that Council take action on setting the hearing for the SLU-3-2020 for the 610 N Capitol Avenue Parking Ramp.

MOTION BY COUNCIL MEMBER SPITZLEY TO DISCHARGE ACTION ON SLU-3-2020 FROM THE COMMITTEE ON DEVELOPMENT & PLANING TO THE COMMITTEE OF THE WHOLE FOR ACTION TONIGHT. ROLL CALL VOTE, MOTION CARRIED 8-0.

Discussion/Action

RESOLUTION – Polling Place Temporary Relocation of Ward 3, Precinct 24; Ward 3, Precinct 25 to Alfreda Schmidt Southside Community Center for August 4th Primary

Mr. Swope explained to the Committee that since the school district will have the current location (Atwood School) of Ward 3 Precinct 24 and 25 under construction it will be closed. Therefore he was proposing the temporary relocation of these precincts to this location because of the size to accommodate. Council President Spadafore added for clarification that this was being requested at his time so the Clerk's office will have plenty of time to notify all registered voters in those precincts

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION FOR THE TEMPORARY RELOCATION OF POLLING LOCATION OF WARD 3, PRECINCT 24.

Council Member Wood asked how many precincts were currently at this location and was told by Mr. Swope there are currently 2, and added that with the recent conditions of the pandemic they expect a large number of absentee ballots.

ROLL CALL VOTE, MOTION CARRIED 8-0.

ORDINANCE – Amend Chapter 260; Lansing Housing Commission Ownership

Council Member Spitzley recapped that a public hearing was held May 11th. She then recapped the changes which occurred because the LHC is doing upgrades on all 231 scatter homes in the City and in discovered they need to have total ownership of those properties. During the review of those amendments in the Committee on Development & Planning they determined the completed ordinance should be reviewed to update it.

MOTION BY COUNCIL MEMBER SPITZLEY TO APPROVE THE ORDINANCE TO AMEND CHAPTER 260 ADDRESSING LANSING HOUSING COMMISSION OWNERSHIP. ROLL CALL VOTE, MOTION CARRIED 8-0.

ORDINANCE – Z-9-2019; 3440 N. East Street; Conditional Rezoning from F- Commercial to G-2 Wholesale District

Council Member Spitzley recapped that two hearings were held, and during the first one the applicants were not present, so it was rolled to the next meeting. At the second hearing the applicants did a presentation and there were no comments.

MOTION BY COUNCIL MEMBER SPITZLEY TO APPROVE THE ORDINANCE REZONING Z-9-2019 FOR 3440 N EAST STREET, CONDITIONAL REZONING. ROLL CALL VOTE, MOTION CARRIED 6-2.

RESOLUTION – Set Public Hearing; SLU-3-2020; 610 N. Capitol Avenue (N. Grand Avenue portion); Construct a 3-level Parking Ramp in the “G-1” Business District

Council Member Spitzley noted the applicant, Lansing Community College, wishes at this time to only request the SLU-3-2020 for 610 N. Capitol (N. Grand Avenue portion) to construct additional parking at the current Gannon Ramp.

MOTION BY COUNCIL MEMBER SPITZLEY TO APPROVE THE RESOLUTION TO SET THE PUBLIC HEARING FOR JUNE 8, 2020 FOR SLU-3-2020 610 N CAPITOL (N GRAND AVENUE PORTION) FOR A PARKING RAMP IN G-1 BUSINESS DISTRICT. ROLL CALL VOTE, MOTION CARRIED 8-0.

RESOLUTION – FY2020/2021 Budget Adoption and Budget Policies

MOTION BY COUNCIL MEMBER HUSSAIN TO ADOPT THE BUDGET AND BUDGET POLICIES BEFORE THE COMMITTEE.

Council Member Jackson referenced the document and asked to not delete the “Environmental Stewardship” item, because even though it was recently filled, there are statements in the paragraph that still apply. So the paragraph remained as: The City of Lansing is concerned about its environment and strives to be a good steward of such. The City recognized the importance of sustainability as it comports to the Paris Agreement. The City seeks to reduce its emissions output, increase its energy efficiency and improve its wastewater treatment and waste management programs.”

MOTION BY COUNCIL MEMBER HUSSAIN TO DIVIDE OUT THE BUDGET FOR ECONOMIC DEVELOPMENT, HUMAN RELATIONS COMMUNITY SERVICES AND 54A DISTRICT COURT. ROLL CALL VOTE TAKEN, MOTION CARRIED 8-0.

MOTION BY COUNCIL MEMBER HUSSAIN TO ACCEPT THE SUBSTITUTE BUDGET PRESENTED BY THE MAYOR ON MAY 11, 2020. ROLL CALL VOTE, MOTION CARRIED 8-0.

Council Member Hussain outlined the proposed amendments he drafted along with Council Member Wood.

Items #1-10 addressed reductions in Council Member accounts, reducing each by \$500 and eliminating all \$5,000 from the Temporary Help line item in the City Council budget.

MOTION BY COUNCIL MEMBER HUSSAIN TO REDUCE THE CITY COUNCIL BUDGET BY \$11,000. ROLL CALL VOTE, MOTION CARRIED 8-0.

Items #11-13 addressed reductions in Neighborhood & Citizen Engagement (NCE) and Office of Financial Empowerment in Temporary Help and Neighborhood Grant program. After Council discussion they reduced temporary help in NCE by \$5,000; temporary help in Financial Empowerment by \$10,000 and the grant program by \$20,000 bringing the total reduction to \$35,000.

MOTION BY COUNCIL MEMBER HUSSAIN TO REDUCE THE BUDGET OF NEIGHBORHOOD & CITIZEN ENGAGEMENT AND FINANCIAL EMPOWERMENT BY \$35,000. ROLL CALL VOTE, MOTION CARRIED 7-1.

Items #14-16 addressed reductions in Economic Development & Planning (EDP). After Council discussion a reduction was made in EDP Miscellaneous by \$2,000; Code Compliance Building Rental by \$20,000; Planning Building Rental by \$20,000 bringing the total to \$42,000.

MOTION BY COUNCIL MEMBER HUSSAIN TO REDUCE THE BUDGET FOR ECONOMIC DEVELOPMENT AND PLANNING BY \$42,000. ROLL CALL VOTE, MOTION CARRIED 8-0.

Items #17-18 addressed reductions in Human Resources, which included a reduction in Employee Recognition and the Residency Incentive Program. The Council agreed to lower Employee Recognition by \$13,317 and \$25,000 from the residency program.

MOTION BY COUNCIL MEMBER HUSSAIN TO REDUCE THE BUDGET FROM HUMAN RESOURCES BY \$38,317, WITH \$25,000 OF THAT FROM RESIDENCY PROGRAM AND \$13,317 FROM EMPLOYEE RECOGNITION LINE. ROLL CALL VOTE, MOTION CARRIED 8-0.

Council Member Hussain removed items 19, 20 and 21 from the recommended reductions. Those items included \$87,500 from City Supported Agencies and \$16,313 from Kids Camps.

Council Member Wood introduced reductions in temporary help from the Mayor, City Clerk and Office of the City Attorney. The recommended budget reductions were \$20,000 from the Mayor, \$10,000 from the Clerk and \$10,000 from the OCA.

MOTION BY COUNCIL MEMBER WOOD TO REDUCE THE MAYOR'S BUDGET BY \$20,000 FROM TEMPORARY HELP. ROLL CALL VOTE, MOTION CARRIED 8-0.

MOTION BY COUNCIL MEMBER WOOD TO REDUCE THE CITY CLERK'S BUDGET BY \$10,000 FROM TEMPORARY HELP. ROLL CALL VOTE, MOTION CARRIED 8-0.

MOTION BY COUNCIL MEMBER WOOD TO REDUCE THE BUDGET OF THE OFFICE OF THE CITY ATTORNEY BY \$10,000. ROLL CALL VOTE, MOTION CARRIED 8-0.

Other items on the spreadsheet were not discussed. The items were regarding the elected officials compensation was opened for discussion by Council Member Wood and she asked the City Attorney to draft a resolution for Council to consider and take action at the next meeting.

Council Member Wood asked to be recused from the HRCS Budget.
MOTION BY COUNCIL MEMBER HUSSAIN TO RECUSE COUNCIL MEMBER WOOD FROM THE HRCS BUDGET. ROLL CALL VOTE, MOTION CARRIED 7-0.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE HRCS BUDGET. ROLL CALL VOTE, MOTION CARRIED 7-0.

Council Member Spitzley asked to be recused from the Economic Development & Planning Budget.

MOTION BY COUNCIL MEMBER HUSSAIN TO RECUSE COUNCIL MEMBER SPITZLEY FROM THE ECONOMIC DEVELOPMENT AND PLANNING BUDGET. ROLL CALL VOTE, MOTION CARRIED 7-0.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE ECONOMIC DEVELOPMENT AND PLANNING BUDGET. ROLL CALL VOTE, MOTION CARRIED 8-0.

Council Member Jackson asked to be recused from the District Court budget.
MOTION BY COUNCIL MEMBER HUSSAIN TO RECUSE COUNCIL MEMBER JACKSON FROM THE DISTRICT COURT BUDGET. ROLL CALL VOTE, MOTION CARRIED 7-0.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE 54-A DISTRICT COURT BUDGET. ROLL CALL VOTE, MOTION CARRIED 7-0.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE BUDGET POLICIES AS AMENDED EARLIER IN THE MEETING. ROLL CALL VOTE, MOTION CARRIED 8-0.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE REMAINING FY2020/2021 BUDGET AS AMENDED. ROLL CALL VOTE, MOTION CARRIED 8-0.

Adjourn

The meeting adjourned at 7:35 p.m.

Respectfully Submitted by, Sherrie Boak, Recording Secretary

Lansing City Council

Approved by the Committee



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: April, 2020

GRANT NAME: STOP Violence Against Women 2020

DEPARTMENT: Police

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Joe McClure (Joe.Mcclure@Lansingmi.gov 484-4808)

APPLICATION DATE AWARD DATE:

GRANT CYCLE: 01/30/2019 – 09/30/2020 Check One: ☐ Annual ☒ One-Time

FUND AMOUNT: \$94,681.00 (Breakdown below should total this amount)

GOODS & SERVICES	\$0.00
PERSONNEL	\$71,011.00
CONSTRUCTION	<u>\$0.00</u>
LAND	\$0.00
OTHER (Training)	<u>\$0.00</u>

CITY MATCH (IF APPLICABLE): 25% or \$23,670.00

GRANT PAYS FOR: Salary and fringes of one (1) Detective through September 30, 2020

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

The purpose of this grant will be used to fund the salaries and fringes of one (1) detective dedicated to investigating crimes related to domestic violence and stalking. Allowable uses are for salaries and fringes.

STOP Violence Against Women Grant - 2020

Facesheet

FOR OFFICE USE ONLY:

Version # _____

APP # _____

1 Demographic Information

- a. Demographic Information Name Lansing City
- b. Organizational Unit Lansing Police Dept
- c. Address 120 W. Michigan Ave.
- d. Address 2
- e. City Lansing State MI Zip 48933-1603
- f. Federal ID Number 38-6004628 Reference No. 069835882
- g. Demographic Information fiscal year (beginning month and day) July-01
- h. Agency Type
- ☐ Native American Tribes ☒ Public
- i. Select the appropriate radio button to indicate the agency method of accounting.
- ☒ Accrual
- ☐ Cash
- ☐ Modified Accrual
- j. Is your agency currently registered in the 211 database? ☐ Yes ☒ No
- k. The agency certifies that it is NOT an Iran linked business as defined in MCL 129.312. ☒ Yes ☐ No

State of Michigan Employee Involvement

If former state of Michigan employees are involved in this project in any of the following capacities, the agency should disclose this in the space provided: a. In the performance of any resulting state agreement; b. Oversight or management of any resulting state agreement; or c. Consulting, conferring, or advising on the RFP response (such as in a role of consultant or lobbyist). If not, the agency may respond with an "NA".

- l. Include the name(s) of former employee(s), department and division worked for, active dates of employment, and describe the role they will have with this RFP or any resulting grant agreement.
- NA

2 Program / Service Information

- a. Program / Service Information Name STOP Violence Against Women Grant - 2020
- b. Is implementing agency same as Demographic Information ☒ Yes ☐ No
- c. Implementing Agency Name
- d. Project Start Date Jan-01-2020 End Date Sep-30-2020
- e. Amount of Funds Requested \$74,105.00 Project Cost \$111,158.00

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APP # _____

3 Certification / Contacts Information

a. Project Director

Name Robert Backus
Title Program Director
Mailing Address 120 W Michigan
City Lansing State mi Zip 48933-1604
Telephone (517) 483-6883 Fax
E-mail Address robert.backus@lansingmi.gov

b. Authorized Official

Name Daryl Green
Title Program Director
Mailing Address 120 W. Michigan ave
City Lansing State MI Zip 48933
Telephone (517) 483-6803 Fax (517) 377-0035
E-mail Address dgreen@lansingmi.gov

c. Financial Officer

Name Joe McClure
Title Financial Officer
Mailing Address 120 Michigan Ave
City Lansing State MI Zip 48933
Telephone (517) 483-4808 Fax
E-mail Address joe.mcclure@lansingmi.gov

Certifications

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Version # _____

APP # _____

4 Assurances and Certifications

A. Special Certifications

- a. ☒ By checking this box, the individual or officer certifies that he or she is authorized to approve this grant application for submission to the Department of Health and Human Services on behalf of the responsible governing board, official or Grantee.
- b. ☒ By checking this box, the individual or officer certifies that he or she is authorized to sign the agreement on behalf of the responsible governing board, official or Grantee.

Narrative

FOR OFFICE USE ONLY:

Version # _____

APP # _____

5 Project Service Area

a. Counties

Indicate the County(ies) in which the project will operate and that you propose to provide services by clicking on the appropriate SQUARE BOX(s).

☒ Ingham

b. U.S. Congressional, State Senate and State House Districts

1. US Congressional Districts

☒ US Congress District 8

2. State Senate Districts

☒ State Senate District 23

3. State House Districts

☒ State House District 68

6 Experience and Past Performance (18 points total)

A. Executive Summary (2 points) - Click "Show Instructions" for full question details

The Lansing Police Department (LPD), Ingham County Prosecutor's Office (ICPO) and End Violent Encounters propose a consortium titled Focused Deterrence for Domestic Violence Offenders which follows the High Point model. LPD and ICPO will utilize a tiered approach of offender identification to target domestic assault cases involving repeat offenders, high risk offenders and incidents with serious injuries to operate within Ingham County's new specialized Domestic Violence Court.

The overall goal of this pilot partnership is to address domestic violence cases through a coordinated effort which involves an intense focus on offender based strategies. In 2018, the Lansing Police recorded 1,297 domestic violence incidents which involved an Intimate Partner Relationship (IPR). This was a 13.5% increase in overall incidents from the previous year. Of the 2018 incidents, 335 were felonious assaults and two (2) were classified as homicides. This year, the Lansing Police is experience a 70.4% increase in IPV incidents year to date. The partnership with the ICPO and EVE seeks to address the most dangerous, volatile and frequent offenders through the introduction of a tiered approach of classification. The classification will allow for the introduction of specific strategies in prosecution and treatment of offenders as well as assignment to the 54A Domestic Violence District Court. Along with concern for survivor efforts through EVE and CARE, as well as increased probationary and pre-trial supervision, the proposed partnerships and new model seeks to address the accountability of offenders in an effort to reduce recidivism. Ultimately, this proposal seeks to measure the effects of a focused deterrence model in hopes the efforts will support changes in agency practices and approaches.

B. Consortium Information

i. Is this proposal part of a consortium for which other organizations are submitting STOP Law Enforcement and Prosecution and/or STOP Victim Services RFPs? If so, please indicate the partner organizations and list by name. If no, skip question.

☒ Law enforcement organization [Lansing Police Department]

☒ Prosecution organization [Ingham County Prosecutor Office]

☒ Domestic / Sexual Violence victim service organization [End Violent Encounters]

C. Organization Type

- i. Please select your agency's organization type.
- ☒ Law enforcement (including tribal law enforcement)
- ☐ Prosecution (including tribal prosecution)

D. Funding Allocation Information (1 point)

What is the estimated percentage of the requested funding that will be allocated to crimes in these areas?

Crime Type

- ☒ Domestic Violence [90]
- ☒ Sexual Assault [0]
- ☒ Stalking [10]
- ☒ Total (percentage must total to 100%) [100]

E. Memorandums of Understanding and Letters of Support (8 points)

- i. Please attach a memorandum of understanding or letter of support from the community/Tribal-based domestic violence and/or sexual assault program in the proposed geographic service area indicating that program's support of the proposed project. MOUs and/or letters of support should also be submitted with or from other partner agencies, as appropriate for the project.
- a. Memorandum(s) of understanding must be submitted for consortium projects or fatality review project, must include all of the required multidisciplinary partners and include the following information:
- The history (if any) of the relationship between the organizations
 - History (if any) of each organization's participation in Coordinated Community Response (CCR) and/or Sexual Assault Response Team (SART) efforts
 - History (if any) of each organization's participation in Coordinated Community Response

Attachments
935 STOP Grant LPD ICPO Letter of Support.pdf
440 STOP grant signed MOU 2020.pdf

- b. Letter(s) of support can be submitted in place of an MOU for non-consortium and non-fatality review projects. Letters of support must include:
- The history (if any) of the relationship between the organizations
 - History (if any) of each organization's participation in Coordinated Community Response (CCR) and/or Sexual Assault Response Team (SART) efforts
 - Indication of the support of the program(s) for the proposed project

Attachments

F. Protocols and Policies (3 points)

- i. Please attach your agency's protocols and policies specific to Domestic Violence, Sexual Assault, and/or Dating Violence and, for law enforcement, please also include a copy of the victim rights notice card(s).

Attachments:
99 600.35 Domestic Violence.pdf
614 CrimeVictimsFinalRevisionJune27pm.pdf
371 600.38 Victim Advocacy Program.pdf

G. Current and Prior Efforts (4 points) - Click "Show Instructions" for full question details

The Lansing Police Department, Ingham County Prosecuting Attorney, and End Violent Encounters (EVE) have a demonstrated and lengthy history of successful partnership and collaboration. Since 2000, these agencies have been partners in the Coordinated Community Response (CCR) known currently as Capitol Area Domestic and Sexual Violence Coordinating Council. They have been partners in CASART (Capital Area Sexual Assault Response Team) since 2007.

From 2001-2012, Lansing Police, Ingham County Prosecutor's Office, 54-A District Court, and EVE formed a collaborative partnership called DART (Domestic Assault Response Team). DART provided additional individualized attention to domestic violence cases throughout the system – from an arrest all the way through to the completion of an offender's probationary sentence. Under DART, we saw that successful prosecutions increased as victims had improved services throughout the system. This proposed project does involve innovations developed since the inception of DART, but the principle of providing particularized attention to domestic violence has remained consistent.

Recently, through the BJA, LPD and ICPO was able to explore new paths of handling domestic violence cases. This included a two day trip to High Point, North Carolina to meet with police, prosecutors, and project coordinators to view the High Point Model which focuses on decreasing recidivism in domestic violence cases. This model was introduced to the department's 2 person Domestic Violence investigations team.

Police, Ingham County Prosecutor's Office, EVE, Capitol Area Response Effort (CARE), 54-A District Court, and numerous additional partner agencies currently participate in the Ingham County Domestic Violence Fatality Review Team. While the proposed grant-funded activities involve new and expanded programming, the collaborations involved in developing and administering this Team will greatly benefit the Focused Deterrence project in its goal of preventing future domestic violence homicides.

Ultimately, using domestic related incident data from 2015 as a reference, Lansing had concerning increases in it's criminal incidents. In 2018, domestic related criminal sexual conduct increased 27%, felonious domestic assaults increased 58% and simple domestic assaults increased 126%. These numbers show that despite best efforts and practices, our incidents are continuing to trend upward.

7 Staffing and Training (12 points total)

A. Key Personnel (4 points) - Click "Show Instructions" for full question details

The Domestic Violence investigation unit has two full time detectives currently assigned. The detectives are supervised by two Detective Sergeants and ultimately a Detective Lieutenant. Lt. Christopher Baldwin is a 21.5 year employee who was previously a Detective, a Detective Sergeant and now supervises the unit as a Lieutenant. The detective's names, training and qualifications are:

1. Detective Matthew Krumbach (DV)-23.5 year officer at LPD
 1. LE Response to Domestic Violence (8hours)
-6.5 years in Detective Bureau
2. Detective Jeremy Wonnacott (DV)-20.5 year officer at LPD
 1. High Point, N.C. model observation
 2. LE Response to Domestic Violence (8 hours)
 3. LE Response to Stalking / PPO / Bond Violations (4 hours)
 4. -5 years in Detective Bureau

B. Position Descriptions (4 points)

- i. Provide a position description for each position that will be funded by the grant. The position description should contain educational credentials, knowledge, skills, abilities and other characteristics that demonstrate qualifications to provide the proposed services. Position titles must match those listed in the organization chart and budget. Do not provide resumes.

Attachments

[771_STOP grant Job Duties.pdf](#)

C. Organization Chart (2 points)

- i. Please attach the Agency-wide organization chart including staff positions proposed in this RFP, clearly identifying which staff positions are proposed to be funded by this award. Position titles in the narrative and budget must match those in the organization chart. The organization chart must include all organizational units supervised by positions included in this narrative.

Attachment

[14028_0_298_Stop Grant ORG.jpg](#)

D. Training Attendance (2 points)

- i. Please list training attended in the last year by key applicant staff specific to domestic violence (DV), sexual assault (SA), dating violence (DA-V) or stalking (S).

Staff name	Position	Training title	Was training in person or online?	What topics were covered by training? (DV, SA, DA-V, S)	Length of training (hours)
Jeremiah Wonnacott	Detective	LE Response to Domestic Violence	Person	DV	8
Jeremiah Wonnacott	Detective	LE Response to Stalking	Person	S	4
Jeremiah Wonnacott	Detective	High Point Observation	Person	DV	16
Jeremiah Wonnacott	Detective	Non Fatal Strangulation	Person	DV, DA-V	4

8 Program Implementation: All Applicants (54 points total)

A. Demographics (1 point) - Click "Show Instructions" for full question details

Lansing, City of (est. 1859)
 Size-39.8 sq. miles
 County-Ingham
 population-117,000
 Median Age-32.7
 Median Income-\$40,160
 Racial Make Up:

- White-52.5%
- Black-21.3
- Hispanic-12.7%

- Asian-5.6%
- Two or more-6.6%
- Other-0.4%
- American Indian-0.3%

Source:<http://www.city-data.com/city/Lansing-Michigan.html>

B. Description of Need (12 points total)

i. Identify the problem(s) to be addressed. (4 points)

The Lansing Police Department has a historical pattern of high levels of aggravated and felonious assaults. Since 2015, LPD has experienced significant increases in domestic related charges up to and including a 125.7% increase in simple assaults. These high numbers exist despite the current efforts with partners such as EVE and CARE as well as the partnership programs outlined such as DART and CASART. The strategy outlined in this proposal is different in the sense it relies on the existing partnerships with victim/survivors to prioritize their safety but also adds a hyper focus on the offender noting the fact many offenders are repeat offenders and the fact many offenders are placed on some type of supervision with restrictions but not always held accountable for violations due mainly to case volume and lack of resources. This proposal, using focused deterrence, an identified tiered system, a partnership with supervision and a specialized court, seeks to center efforts around the offender. This includes a focus on the domestic violence offense as well as maintaining an awareness of other criminal violations associated to the offender. In the focused deterrence model, these levels of offender accountability are referred to as "pulling levers." They assure an offender is aware their status is being monitored in hopes of preventing future incidents.

USE THE STOP PRIORITIES

ii. State the need for the project within the proposed geographic service area. (4 points)

The Lansing Police Department has a historical pattern of high levels of aggravated and felonious assaults. Since 2015, LPD has experienced significant increases in domestic related charges up to and including a 125.7% increase in simple assaults. These high numbers exist despite the current efforts with partners such as EVE and CARE as well as the partnership programs outlined such as DART and CASART. The past attempts do show the partnerships exists and the cooperative efforts exist. The specific personnel involved shows the agencies are putting qualified people in place and committing the funds to keeping them trained.

iii. How does your proposed project plan to meet the needs identified above? (4 points)

The strategy outlined in this proposal is different in the sense it relies on the existing partnerships with EVE and CARE to prioritize victim/survivor safety but also adds a hyper focus on the offender, noting the fact many offenders are repeat offenders and the fact many offenders are placed on some type of supervision with restrictions but not always held accountable for violations due mainly to case volume and lack of resources. This proposal, using focused deterrence, an identified tiered system, a partnership with supervision and a specialized court, seeks to base efforts around the offender. This includes a focus on the domestic violence offense as well as maintaining an awareness of other criminal violations associated to the offender. In the focused deterrence model, these levels of offender accountability are referred to as "pulling levers." They assure an offender is aware their status is being monitored in hopes of preventing future incidents. This plan will meet the needs of the model proposed because it identifies a specific officer, specific prosecutors, a specific probation agent as well as a court to allow for prioritization. The overall goal is to avoid this group from dealing with the high volumes of incidents, cases and caseloads so a focus is placed on the most frequent and prolific offenders which can account for repetitive incidents.

C. Provision and Impact of Services (26 points total)

i. Identify project goal(s). (10 points)

Project Goals:

- Implement a Focused Deterrence model for Domestic Violence Offenders
- Create a three tiered offender/incident system to address victim safety, repeat offenders
- Intensify offender post conviction efforts

Project Outcomes

- Reduce incidents of domestic violence specifically IPV events
- Eliminate or reduce incidents of domestic (IPV) homicide
- Reduce offender recidivism through increased supervision
- Introduce High Point Model of offender focused investigations

ii. Outline the specific activity(ies) to accomplish each of the identified goals. (8 points)

Project Goals:

- Implement a Focused Deterrence model for Domestic Violence Offenders
 - Add one (1) investigator position assigned specifically to IPV incidents with an increased responsibility to offender lethality assessment and offender history
 - Introduce the High Point IPV model into investigations which identify offenders based on an assessment
- Create a three tiered offender/incident system to address victim safety, repeat offenders
 - Add one (1) prosecutor as part of a three (3) person Domestic IPV Unit to operate in the District's specialty Domestic Court. A tiered system uses prior history and lethality assessments to identify the appropriate tier which correlates to a investigation, prosecution, specialty court and supervision strategy.
- Intensify investigation's offender pre-trial and post conviction efforts
 - Research lethality factors present.
 - Utilize previous history to identify appropriate deterrence model.
 - Dedicated time for deeper, more comprehensive investigation.
 - Monitor pre-trial behavior for inculpatory statements, violations of bond or protection orders and additional criminal activities.
 - Conduct more frequent face-to-face supervision efforts to include contact at residence and work for compliance.

iii. Outline who will be responsible to complete each task/activity and provide a timeline of when each task will be accomplished. (8 points)

Project Goals:

- Implement a Focused Deterrence model for Domestic Violence Offenders
 - Add one (1) investigator position assigned specifically to IPV incidents with an increased responsibility to offender lethality assessment and offender history (Law Enforcement; first 3 months)
 - Introduce the High Point IPV model into investigations which identify offenders based on an assessment (Law Enforcement and Prosecutor; first 3 months)
- Create a three tiered offender/incident system to address victim safety, repeat offenders
 - Add one (1) prosecutor as part of a three (3) person Domestic IPV Unit to operate in the District's specialty Domestic Court. A tiered system uses prior history and lethality assessments to identify the appropriate tier which correlates to a investigation, prosecution, specialty court and supervision strategy.(Prosecutor)
- Intensify investigation's offender pre-trial and post conviction efforts (Law Enforcement; immediately)
 - Research lethality factors present. (Law Enforcement and victim services)
 - Utilize previous history to identify appropriate deterrence model. (Law Enforcement; immediately)
 - Dedicated time for deeper, more comprehensive investigation. (Law Enforcement; immediately)
 - Monitor pre-trial behavior for inculpatory statements, violations of bond or protection orders and additional criminal activities. (Law Enforcement; immediately)
 - Conduct more frequent face-to-face supervision efforts to include contact at residence and work for

compliance. (Law Enforcement and Probation; immediately)

D. Victim-Centered Response (5 points) - Click "Show Instructions" for full question details

The Capital Area Response Effort or CARE (letter of support) and End Violent Encounters (EVE) are both victim centered services which exist to work with police and prosecution in unison beginning immediately after a domestic IPV incident. Immediately after the incident, the victim centered approach will begin assessing the specific threats to the victim by identifying lethality factors in person such as previous history of police reports as well as unreported incidents, the abuse of controlled substances, the presence or threat of weapons and social stability factors such as children, employment and family.

The victim centered approach starts immediately after the incident but continues through the criminal process and includes assistance with orders of protections, financial assistance for housing or security, transportation, permanent housing options, counseling and keeping the victim informed on the status of their incident as well as the offender. This lethality assessment would be incorporated for prioritizing investigation and prosecution to ensure victim safety is the top priority.

E. Offender-Focused Approach (5 points) - Click "Show Instructions" for full question details

Both the prosecutor and law enforcement seek to introduce a Focused Deterrence model similar to the model referred to as High Point. In this model, as with other Focused Deterrence models, the offender plays an increased role in the manner in which the incident is investigated and prosecuted. For Law Enforcement, repeat offenders and serious injury incidents take a top priority. These incidents are investigated more thoroughly (prioritized) to develop more inculpatory evidence and stronger prosecutions. This can include canvassing for additional witnesses, re-interviewing associated parties and monitoring the offender's communication for new statements. Supervision also plays a heightened role in a Focused Deterrence model. Here, law enforcement and supervisory agents begin monitoring the offender at the pre-trial phase; paying close attention to the strict guidelines set by judges and magistrates relating to the offense, such as bond conditional release conditions, orders of protection and attempts to intervene in a successful prosecution. In situations where there is post-conviction supervision, law enforcement and probation agents will work together to conduct more frequent in-person, off-site checks to include visits to the offender's residence. In addition to contacts, another part of pre-trial and post-conviction efforts includes a concept referred to as "pulling levers." A lever is represented by all the partnerships that exist in government. Pulling a lever can consist of making sure outside agencies with charges have strong cases for prosecution and are monitoring the individual for criminal activities unrelated to the IPV incident. The message to the offender is we are one group, we are watching and the focus is on making sure there is compliance and change for the better.

F. Measurement of Success (5 points) - Click "Show Instructions" for full question details

Measuring success

The investigator and prosecutor will use a spreadsheet to track offenders identified for investigation and prosecution. Some of the specifics tracked will include but are not limited to whether the prosecution was successful, what post conviction sanctions were given, additional investigation efforts completed relating to the incident, incidents of increased supervision, pre-trial and post conviction violations and whether the offender re-offended.

By reviewing the measured categories related to law enforcement, prosecutors and supervision, the goal is to develop a pattern of actions which produces the highest likelihood of achieving the goals of decreased incidents, decreased homicides and less recidivism. The measures will serve as a "formula" which can be constantly evaluated for the development of a best practice.

Overall, the focused deterrence model is designed to address specific offenders and incidents but the program will track whether the existence of the program effects the overall number of incidents. With the exponential growth of incidents since 2015, slowing the increase would be seen as a success and part of a long term strategy for reducing IPV incidents.

9 Program Implementation: Law Enforcement Applicants Only (6 points total)

A. Current and Proposed Employment (1 point) [Law Enforcement only]

- i. Please note in the table below how many full-time (FT) and part-time (PT) officers you have, and your proposed staffing levels if your application is successful.

Current number of FT officers	Current number of PT officers	Proposed number of FT officers	Proposed number of PT officers
203	0	203	0

B. Recent Incidents and Arrests (1 point) [Law Enforcement only]

- i. Provide the number of incidents and arrests made in 2017 and 2018.

a.

Number of Incidents	Domestic Violence	Sexual Assault (CSC 1-4)	Stalking
2017	1,479	18	35
2018	1,925	30	23

b.

Number of Arrests	Domestic Violence	Sexual Assault (CSC 1-4)	Stalking
2017	787	5	26
2018	1,101	6	11

C. Officers Dedicated to Addressing Violent Crimes Against Women (1 point) [Law Enforcement only]

- i. How many officers are dedicated exclusively to investigate, domestic violence, sexual assault and stalking crimes against victims 11 years and older?

Domestic Violence	Sexual Assault (CSC 1-4)	Stalking
2	1	0

D. Sexual Assault Kit Tracking System - Click "Show Instructions" for full question information [Law Enforcement only]

The Lansing Police Department currently uses the Track-kit system.

10 Program Implementation: Prosecutor Applicants Only (6 points total)

A. Current and Proposed Staffing Levels (1 point) [Prosecutor only]

- i. How many full-time (FT) and part-time (PT) prosecutors does your office currently have, and how many do you propose to have if your application is successful?

Current number of FT prosecutors	Current number of PT prosecutors	Proposed number of FT prosecutors	Proposed number of PT prosecutors

B. Recent Cases Received, Accepted, Declined (1 point)[Prosecutor only]

- i. List the number of domestic violence (DV) and Sexual Assault (SA) CSC 1-4 and stalking cases received, number of cases accepted for prosecution and number of cases declined in 2017 and 2018.

a.

Number of Cases Received	DV	SA	Stalking
2017			
2018			

b.

Number of Cases Accepted	DV	SA	Stalking
2017			
2018			

c.

Number of Cases Declined	DV	SA	Stalking
2017			
2018			

C. Staff Dedicated to Prosecuting Violence Against Women (1 point)[Prosecutor only]

- i. Enter the number of currently employed prosecutors and investigator(s) for domestic violence, sexual assault (teen and adult), dating violence and stalking cases?

Staff Type	Domestic Violence	Sexual Assault (CSC 1-4)	Stalking
Prosecutors			
Investigators			

D. Intake and Workflow of Sexual Assault and Domestic Violence Cases (3 points) - Click "Show Instructions" for full question information[Prosecutor only]

11 Budget Narrative (10 points) - Click "Show Instructions" for full question details

This grant request seeks to fund one (1) dedicated detective for the Stop Violence Against Women partnership between the police, prosecutors and outreach services. The Lansing Police Department seeks the funding for the 9 month program period. This request includes the cost of one (1) detective which equates to an annual salary of \$72,030.08 and an annual fringe rate of \$76,179.35 for a total annual cost of \$148,209.75. When is amount is calculated for a 9 month, the total salary and fringe equals \$111,156.82.

Using the grant match requirement and the formula to calculate the cost of the program:

$\$111,156.82 / 75\% = \$148,209.09$

$\$148,209.09 \times 25\% = \$37,052.27$

The Lansing Police Department is not requesting funds for any other aspect of this funded position or job duties. Please refer to the Ingham County Prosecutor's application for their grant fund requests.

Work Plan

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12 Work Plan

- Objective :** • Implement a Focused Deterrence model for Domestic Violence Offenders
- Activity :** o Add one (1) investigator position assigned specifically to IPV incidents with an increased responsibility to offender lethality assessment and offender history
o Introduce the High Point IPV model into investigations which identify offenders based on an assessment
- Responsible Staff :** Capt. Rob Backus
- Date Range :** 01/01/2020 - 09/30/2020
- Expected Outcome :** Prioritizing cases based on offenders and lethality assessments for most intense prosecution and supervision
- Measurement :** Incident conviction records, supervision tracking and specific successful investigative efforts
-
- Objective :** • Create a three tiered offender/incident system to address victim safety, repeat offenders
- Activity :** Add one (1) prosecutor as part of a three (3) person Domestic IPV Unit to operate in the District's specialty Domestic Court. A tiered system uses prior history and lethality assessments to identify the appropriate tier which correlates to a investigation, prosecution, specialty court and supervision strategy.
- Responsible Staff :** APA Alysh Gallagher
- Date Range :** 01/01/2020 - 09/30/2020
- Expected Outcome :** A Domestic Violence Unit which reviews cases and determines which court is appropriate (specialty DV court or vertical prosecution)
- Measurement :** Conviction success rate. Recidivism of offenders
-
- Objective :** • Intensify offender pre-trial and post-conviction efforts
- Activity :** Research lethality factors present.
Utilize previous history to identify appropriate deterrence model.
o Dedicated time for deeper, more comprehensive investigation.
o Monitor pre-trial behavior for inculpatory statements, violations of bond or protection orders and additional criminal activities.
o Conduct more frequent face-to-face supervision efforts to include contact at residence and work for compliance.
- Responsible Staff :** Capt Rob Backus
- Date Range :** 01/01/2020 - 09/30/2020
- Expected Outcome :** The supervision will result in initial violations and less violations for individual moving forward once exposed to focused deterrence methods resulting in less recidivism
- Measurement :** Number of home visits
number of pre-trial and post-conviction violations

Budget Detail for STOP Violence Against Women Grant - 2020
Agency: Lansing City
Application: STOP Violence Against Women Grant - 2020

11/11/2019

Budget

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	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
DIRECT EXPENSES									
Program Expenses									
1	Salary & Wages								
	Principle Investigator Notes : 9 month salary and fringe=111,158 25% match=\$37,053 Wage-54,023 / .75=72,031 72,031 x .25=18008 (local match) 54,023-18008=36015 (state funds) This position is the law enforcement detective	1.0000	54023.000	0.000	FTE	54,023.00	36,015.00	18,008.00	0.00
2	Fringe Benefits	Attachment : Budget Plan.pdf							
	All Composite Rate Notes : 9 month salary and fringe=111,158 25% match=\$37,053 Fringe-57,135 / .75=76,180 76,180 x .25=19045 (local match) 57,135-19045=38090 (state funds) Law Enforcement Investigator	0.0000	105.760	54023.000		57,135.00	38,090.00	19,045.00	0.00

Budget Detail for STOP Violence Against Women Grant - 2020
Agency: Lansing City
Application: STOP Violence Against Women Grant - 2020

11/11/2019

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
3	Occupancy								
4	Communication								
5	Supplies								
6	Equipment								
7	Transportation								
8	Contractual								
9	Specific Assistance								
10	Miscellaneous								
Total Program Expenses						111,158.00	74,105.00	37,053.00	0.00
TOTAL DIRECT EXPENSES						111,158.00	74,105.00	37,053.00	0.00
INDIRECT EXPENSES									
Indirect Costs									
1	Indirect Costs								
Total Indirect Costs						0.00	0.00	0.00	0.00
TOTAL INDIRECT EXPENSES						0.00	0.00	0.00	0.00
TOTAL EXPENDITURES						111,158.00	74,105.00	37,053.00	0.00

Budget Summary for STOP Violence Against Women Grant - 2020
Agency: Lansing City
Application: STOP Violence Against Women Grant - 2020

11/11/2019

	Category	Total	Amount	Cash	Inkind	Narrative
DIRECT EXPENSES						
Program Expenses						
1	Salary & Wages	54,023.00	36,015.00	18,008.00	0.00	
2	Fringe Benefits	57,135.00	38,090.00	19,045.00	0.00	
3	Occupancy	0.00	0.00	0.00	0.00	
4	Communication	0.00	0.00	0.00	0.00	
5	Supplies	0.00	0.00	0.00	0.00	
6	Equipment	0.00	0.00	0.00	0.00	
7	Transportation	0.00	0.00	0.00	0.00	
8	Contractual	0.00	0.00	0.00	0.00	
9	Specific Assistance	0.00	0.00	0.00	0.00	
10	Miscellaneous	0.00	0.00	0.00	0.00	
Total Program Expenses		111,158.00	74,105.00	37,053.00	0.00	
TOTAL DIRECT EXPENSES		111,158.00	74,105.00	37,053.00	0.00	
INDIRECT EXPENSES						
Indirect Costs						
1	Indirect Costs	0.00	0.00	0.00	0.00	
Total Indirect Costs		0.00	0.00	0.00	0.00	
TOTAL INDIRECT EXPENSES		0.00	0.00	0.00	0.00	
TOTAL EXPENDITURES		111,158.00	74,105.00	37,053.00	0.00	

Source of Funds

	Category	Total	Amount	Cash	Inkind	Narrative
1	Source of Funds					

Budget Summary for STOP Violence Against Women Grant - 2020
 Agency: Lansing City
 Application: STOP Violence Against Women Grant - 2020

11/11/2019

	Fees and Collections	0.00	0.00	0.00	0.00	
	State Agreement	74,105.00	74,105.00	0.00	0.00	
	Local	37,053.00	0.00	37,053.00	0.00	
	Federal	0.00	0.00	0.00	0.00	
	Other	0.00	0.00	0.00	0.00	
	Total Source of Funds	111,158.00	74,105.00	37,053.00	0.00	
	Totals	111,158.00	74,105.00	37,053.00	0.00	

Miscellaneous

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16 Supporting documentation, if required

Attachment Title	Attachment
Draft MOU to be signed and uploaded by partner Ingham County Prosecutor	14003_0_664_Revised MOU - draft copy.docx
Draft with data showing incident increases	14003_1_934_STOP Grant Investigator 2nd draft.docx
DV statistics	399_LPD stats coded domestic violence.pdf
IPV statistics	74_LPD stats coded IPV.pdf

Attachments Index

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#	Section	Title	File Name
1	Narrative	935_STOP Grant LPD_ICPO Letter of Support.pdf	14017_0_935_STOP Grant LPD_ICPO Letter of Support.pdf
2	Narrative	440_STOP grant signed MOU 2020.pdf	14017_1_440_STOP grant signed MOU 2020.pdf
3	Narrative	99_600.35 Domestic Violence.pdf	14024_0_99_600.35 Domestic Violence.pdf
4	Narrative	614_CrimeVictimsFinalRevisionJune27pm.pdf	14024_1_614_CrimeVictimsFinalRevisionJune27pm.pdf
5	Narrative	371_600.38 Victim Advocacy Program.pdf	14024_2_371_600.38 Victim Advocacy Program.pdf
6	Narrative	771_STOP grant Job Duties.pdf	14026_0_771_STOP grant Job Duties.pdf
7	Narrative	298_Stop Grant ORG.jpg	14028_0_298_Stop Grant ORG.jpg
8	Budget Detail	Fringe Benefits	Budget Plan.pdf
9	Miscellaneous	664_Revised MOU - draft copy.docx	14003_0_664_Revised MOU - draft copy.docx
10	Miscellaneous	934_STOP Grant Investigator 2nd draft.docx	14003_1_934_STOP Grant Investigator 2nd draft.docx
11	Miscellaneous	399_LPD stats coded domestic violence.pdf	14003_2_399_LPD stats coded domestic violence.pdf
12	Miscellaneous	74_LPD stats coded IPV.pdf	14003_3_74_LPD stats coded IPV.pdf



Capital Area Response Effort (CARE) Program
2500 S. Washington Lansing, MI 48910
Phone: (517) 272-7436
Fax: (517) 483-6829

November 1, 2019

Dear The Michigan Department of Health and Human Services,

Capital Area Response Effort (CARE) enthusiastically supports the STOP Violence Against Women grant application submitted by the Ingham County Prosecutor's Office and the Lansing Police Department. As a post-arrest response team for domestic violence, CARE is committed to providing support and advocacy for victims following calls to the police. We believe this project will increase the safety of victims of domestic violence in Ingham County, and work to continue holding offenders accountable.

The funds secured through this grant will help us improve our community response to domestic violence. Ingham County seeks to expand and strengthen the coordinated approach to victim advocacy that exists between local law enforcement, prosecutors, and victim service providers. As a victim service provider, the CARE Program works together with the detectives from the Lansing Police Department to provide advocacy during an investigation such as accompaniment during victim interviews, and also works to enhance communication between the victim and investigators. We recognize that the specialty services performed by domestic violence detectives are invaluable to both the prosecution of offenders and the safety of victims and that this project will increase and/or strengthen those services. Furthermore, the CARE Program will continue to assist the Ingham County Prosecutor's office in their efforts to reduce violent crimes against women by providing information and support to victims before, during, and after court hearings. Bolstering these efforts is absolutely essential to creating a more effective approach to advocacy and system response.

As a community based domestic violence program in Ingham County, we are committed to advancing this multidisciplinary approach to system response. This funding will help us develop strong partnerships between these agencies and implement comprehensive coordinated strategies that are victim-centered, trauma-informed, and that hold offenders accountable for their actions. We believe that successful implementation of this project will create lasting change in this community and we offer all necessary support in doing so.

Sincerely,

Rosalind Arch
Program Coordinator

Focused Deterrence for Domestic Violence Offenders - Lansing

Memorandum of Understanding

Between the

Lansing Police Department, Ingham County Prosecuting Attorney, and End Violent Encounters (EVE).

The Lansing Police Department, Ingham County Prosecuting Attorney, and End Violent Encounters (EVE) have a demonstrated and lengthy history of successful partnership and collaboration. Since 2000, these agencies have been partners in the Coordinated Community Response (CCR) known currently as Capitol Area Domestic and Sexual Violence Coordinating Council. They have been partners in CASART (Capital Area Sexual Assault Response Team) since 2007.

The Lansing Police Department and Ingham County Prosecutor's Office propose to enter a newly-formed consortium, titled Focused Deterrence for Domestic Violence Offenders. End Violent Encounters would serve as a partner victim service agency, providing services such as PPO support, shelter, and counseling for victims/survivors of domestic violence.

Lansing Police Department would add an Investigator to assist the Ingham County Prosecutor's Office in the investigation and prosecution of domestic violence cases and to provide individual attention to each particular case.

The expanded services available under this new investigator position would allow the consortium to reduce recidivism through a collaborative effort of the Lansing Police, Ingham County Prosecutor's Office, End Violent Encounters, Capitol Area Response Effort, and the 54-A District Court and its new specialized Domestic Violence Court.

From 2001-2012, Lansing Police, Ingham County Prosecutor's Office, 54-A District Court, and EVE formed a collaborative partnership called DART (Domestic Assault Response Team). DART provided additional individualized attention to domestic violence cases throughout the system – from an arrest all the way through to the completion of an offender's probationary sentence. Under DART, we saw that successful prosecutions increased as victims had improved services throughout the system. This proposed project does involve innovations developed since the inception of DART, but the principle of providing particularized attention to domestic violence has remained consistent.

Lansing Police will work in conjunction with the 54-A Probation Department doing house checks on victims and making sure the accused is not in violation of any court orders while their case is pending. This is an expanded level of service above and beyond what's currently available.

Under this project, Lansing Police would be able to newly provide particularized attention to cases of Aggravated Domestic Assault as well as second-offense DV assaults. The Investigator would review jail phone calls of the offender, especially those in which a victim was contacted. The Investigator would work to target those offenders who had existing warrants in the criminal justice system, to ensure they could face timely sanctions and consequences for their domestic violence conduct. The Investigator would work with the STOP-funded PPO Office in the downtown Lansing Circuit Courthouse, to ensure filings of PPOs as well as to coordinate other victim services.

Lansing Police would score “lethality assessments” for IPV offenders and provide these scores to partner agencies. Domestic violence lethality is a major concern for the City of Lansing; in the last three years, 14 domestic violence homicides have been committed in Lansing. By providing early intervention and assessments in cases of domestic violence, police hope and plan to hold offenders accountable and prevent future instances of domestic violence homicide.

Lansing Police, Ingham County Prosecutor’s Office, EVE, Capitol Area Response Effort (CARE), 54-A District Court, and numerous additional partner agencies currently participate in the Ingham County Domestic Violence Fatality Review Team. While the proposed grant-funded activities involve new and expanded programming, the collaborations involved in developing and administering this Team will greatly benefit the Focused Deterrence project in its goal of preventing future domestic violence homicides.

Ingham County Prosecutor’s Office would add a new Assistant Prosecuting Attorney (APA) to prosecute cases of domestic violence and would be able to move to a three-person prosecution unit for domestic violence cases. This would allow the prosecution to have one APA dedicated to the new 54-A District Court specialized Domestic Violence Court under Judge Cynthia Ward.

The Prosecutor would also be able to assign a newly-funded position to cases that involve offenders who are facing their second or third charge of Intimate Partner Violence (IPV), or for a violation of prohibited behavior which resulted in Tier 3 notification.

Further, the Prosecutor’s Office would be able to assign a full-time prosecutor to handle vertical prosecutions of “Tier 1” offenders (those with the highest-level of risk, such as offenders with four or more previous IPV-related charge, and/or a history of weapons/strangulation).

End Violent Encounters (EVE) will work to provide services to victims of crime in accordance with its mission of providing support to victims of domestic violence – including shelter services, counseling, advocacy, partner with Lansing Police and Ingham County Prosecutor’s Office on the development of plans and policies to target offenders using the High Point model.

EVE is applying for a continuation of STOP grant funding to provide Personal Protection Order services to the victims of domestic violence, dating violence, stalking, and sexual assault – by assisting victim/survivors with counseling, referrals, assistance in completing forms, detailing statements, and documenting injuries. EVE plays a vital role in the court process, and has over 40 years of institutional expertise in serving the victims and survivors of domestic violence.

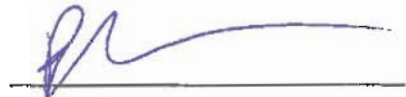
Ingham County Prosecutor’s Office, Lansing Police Department, and End Violent Encounters enter into this MOU agreement to provide grant-funded services in the City of Lansing, to provide a coordinated, multidisciplinary approach to victim advocacy and system response to violent crimes against women, providing a victim-centered, offender-focused, and trauma informed approach to these cases.



Daryl Green
Chief, Lansing Police Department



Carol A. Siemon
Ingham County Prosecuting Attorney



Brigitte Gurden
Executive Director, End Violent Encounters (EVE)



Lansing Police Department Manual

Mike Yankowski, Chief of Police

600.35 — DOMESTIC VIOLENCE

Operational Procedure

Effective Date: 07/2014

Rescinds: 03/2005

PURPOSE

The purpose of this procedure is to establish guidelines for responding to domestic violence calls and violations of Injunctive Orders, Personal Protection Orders (PPO), and Domestic-Related Peace Bonds. The Lansing Police Department (LPD) has a pro-arrest policy regarding domestic violence crimes and the violation of these court orders.

DOMESTIC VIOLENCE

- Domestic Violence is an assault where the victim in an assault satisfies any of the following:
 - Is the spouse or former spouse of the accused?
 - Is in or formerly was in a dating relationship with the accused, which is defined as "frequent, intimate associations primarily characterized by the expectation of affectional involvement."
 - Has a child in common with the accused.
 - Was a resident or former resident of the same household as the accused.
- Grounds for Arrest
 - Officers should arrest an individual for domestic violence if the officer has reasonable suspicion/probable cause to believe a domestic violence has occurred and the individual was the perpetrator. Officers should articulate in their report what specific factors lead to this belief.
 - A victim's statements, if credible, are by themselves sufficient grounds for an arrest. No physical corroborating evidence or documentation is necessary, although physical evidence or documentation may also support the arrest and should be noted in the officers' report.
- Irrelevant Factors
 - The following factors are irrelevant in determining whether reasonable suspicion/probable cause exists:
 - Whether or not the victim has obtained or requested a PPO.
 - Wishes of anyone, including the victim, concerning arrest or prosecution.
 - Pledges of prosecution by the victim.
 - Claims by anyone the violence will stop.
 - Financial consequences of the arrest.
 - The race, gender, religion, ethnic origin, social class, sexual orientation, education, or occupation of either party.

- Grounds for Not Making an Arrest

- The following factors may justify an officer not making an arrest when responding to a domestic violence call:
- Inability to locate the accused.
- Inability to arrest due to other legal limitations (i.e. the accused is in a third party residence and lawful consent to enter is denied).
- Some sort of physical disability makes custody impractical and a supervisor approves an arrest not be made.
- The officer believes the accused was acting in lawful self-defense or defense of another individual.
- The significant passage of time (over 24 hours) between the incident and when a report is made.

NOTE: Even after the significant passage of time, an arrest can still be justified, especially if the alleged incident was serious and/or the victim remains vulnerable if an arrest is not made.

- If an arrest is not made, officers will document the reasons for not making an arrest in their incident reports.
- Disposition of Persons Arrested for Domestic Violence
 - Persons who are arrested for domestic violence will not be released until he/she can be arraigned or have an interim bond set by a judge or magistrate. Any court-ordered bond conditions will be immediately entered into Law Enforcement Information Network (LEIN).
- Dual arrests and cross-complaints will not occur without supervisor authorization.

DOMESTIC DISPUTE INVESTIGATION: VICTIM'S RIGHTS

- All victims in a domestic violence incident will be provided with a copy of the Victim Rights Notice Form. Officers will enter their name and badge number at the top of the form before providing it to a victim.
- Officers will determine if the victims require emergency assistance, including but not limited to:
 - Medical care
 - Transportation to a shelter
 - Continued law enforcement presence at the scene
- When an arrest is made for domestic violence involving intimate partners, officers will request the assistance of the Capital Area Response Effort (CARE) and will provide the Ingham County 911 Center with the victim's information and the complaint number.
- In cases where an arrest is not made and the victim is in a secure environment or facility, such as a hospital, shelter or police facility, CARE will be contacted.
- Domestic violence victims may request they be notified if an arrest is made or if a person is arrested, and are directed to contact the Detention Unit if they wish to be so notified. At the victim's request, Detention Unit personnel will be responsible for notifying the victim of an arrest or of the release of someone who has been arrested.

- If the officer at the scene of a verbal domestic dispute determines there is no basis for an arrest and neither party will leave, no one rightfully and legally on the premises can be forced to leave. In addition, the officer will:
 - Make a reasonable attempt to ensure temporary separation of the parties to prevent any harm.
 - Stand by while one of the parties makes arrangements necessary to leave the scene, if the threat of violence is imminent.
 - Offer to provide the person safe escort from the scene.
 - Complete Section A of the LPD Domestic Relationship Incident Report Form on all dispatched domestic calls for service, regardless of whether a domestic assault occurred. The LPD Domestic Relationship Incident Report Form Section A will be completed and turned in by the end of the officer's shift, unless given an extension by a supervisor.

INJUNCTIVE ORDERS/PPO/PEACE BONDS

- Definitions
 - **Injunctive Orders** are orders from a court prohibiting certain specific actions by a person that are usually issued regarding an ongoing court proceeding.
 - **PPO's** are orders from a court prohibiting certain specific actions by a person that are usually issued as part of a stand-alone proceeding by the court.
 - **Peace Bonds** are orders from a court requiring persons to keep the peace.
- Arrest for violation of an Injunctive Order. Officers may arrest a person for violating an injunctive order if all of the following exist:
 - The injunctive order is a preliminary injunctive order, domestic violence injunction, or anti-stalking injunction.
 - The order has been properly served and a true copy and proof of service has been filed (this will usually be noted in LEIN).
 - The person has violated the order by committing one or more acts specified in the order.
 - The order itself states violations are subject to immediate arrest and criminal penalties.
- Arrest for violation of a PPO. Officers may arrest a person for violating a PPO if all of the following exist:
 - The PPO was issued and the person named in the PPO was served (will usually be noted in LEIN).
 - The person has violated the PPO by committing one or more acts specified in the order.
 - The PPO itself states violations are subject to immediate arrest and criminal penalties.
 - The PPO itself states the law enforcement agency responsible for entry into LEIN and the expiration date.

- Arrest for violation of a Peace Bond

- An officer may arrest a person for violating a peace bond if the officer determines the peace bond is valid and is the only available option to resolve a potential domestic disturbance.

NOTE: Peace Bonds are rarely used and the validity may be difficult to determine and verify without communicating with the issuing judge or court clerk.

- Foreign PPOs

- PPO's issued by non-Michigan courts from other U.S. states and territories are afforded full faith and credit and are enforceable.

NOTE: Custody and support provisions are not subject to enforcement.

- PPO Enforcement Procedure:

- Officers investigating a violation of a PPO will:
- Serve the individual restrained or enjoined with a true copy of the order, if the individual has not yet been served, by advising the person subject to the PPO of
 - existence of the PPO,
 - specific conduct prohibited,
 - penalties for violation, and
 - where a copy of the PPO can be obtained (if the PPO is not served).
- If a person subject to a PPO has not yet been served, the person will be given an opportunity to comply before an arrest is made. Failure to immediately comply is grounds for an immediate arrest. This does not preclude arrest for other criminal acts, including the crime of domestic violence.
- Immediately enter or cause to be entered into LEIN confirmation the person subject to the PPO has been served and given actual notice.
- Notify, through LEIN, the law enforcement agency named in the order as responsible for the entry of service, and document in the written report the person subject to the PPO was served or advised and the entering agency was notified.

REPORT REQUIREMENTS

- In all cases of reported, identifiable domestic violence, regardless of whether or not an arrest is made, the officer will complete the LPD Domestic Relationship Incident Report Form and any necessary supplemental report(s).
 - For misdemeanor domestic assaults, the report will be written utilizing file code 1313 and the domestic (DOM) statute enhancer must be checked.
 - If there is probable cause to believe a felony crime has been committed in a domestic assault situation, the report will be written under the appropriate file code (e.g., Felonious Assault, Home Invasion, Assault with Intent to Murder, Arson, Kidnapping, Robbery, etc.).
 - In all cases where the victim and accused have a domestic relationship, the officer's report will include the Domestic Relationship Incident Report Form (i.e., PPO Violation, Harassing Telephone Calls, MDOP, etc.).

- Officers will assure the service requirements (See lines 156-162) have been fulfilled and noted if an incident report is completed
 - In all cases where an arrest is not made, the officer's report will document the reasons for not making the arrest.
 - In addition to an investigative report, a Domestic Relationship Incident Report Form will be completed for all domestic assault incidents. Officers will also be required to complete a narrative report for the incident. Information documented on the worksheet need not be duplicated in the narrative unless additional explanation is necessary.
 - A copy of the completed domestic violence report and the Domestic Relationship Incident Report Form will be filed with the Prosecutor's Office within forty-eight (48) hours after the dispute or incident is reported.
 - In domestic abuse situations where minor children were witnesses to violence within the household, the reporting officer will notify the Family Independence Agency (FIA) and ensure they receive a copy of the report.
 - Arrests involving Injunctive Orders and Peace Bonds, utilize file code 5070-Injunctive Order Violation (URR). PPO violation/arrest reports should be written utilizing file code 5070-A -Obstructing Court Order. After being reviewed by a command officer, a copy of these reports for the court will be left with Detention Unit personnel if an arrest was made.
 - PPO violation reports for which no physical arrest was made should be written utilizing file code 5070-A -Obstructing Court Order. Supervisors will review these reports and route them to appropriate locations. PPO, Injunctive Order, and Peace Bond violation reports should be forwarded to the Detention Unit after a command officer has reviewed them. The Court Officer will ensure the reports are faxed to the appropriate location (i.e., PPO report to the PPO Office, other reports to the Prosecutor's Office and issuing judge).
 - When the District Court holds a Conditional Bond Release (PA-53), officers will complete the following:
 - For arrest and non-arrest situations, the arresting officer will complete a Complaint of Violation of Conditional Release form and obtain a complaint number using file code 5013-Violation of Bail Conditions describing all circumstances surrounding the Conditional Bond Release violation and/or arrest.
 - Ensure the report form is given to the on duty Detention supervisor when an arrest is made. When no arrest is made, the report will be reviewed by a command officer and forwarded to the Detention Unit. The Detention Unit supervisor will ensure copies of the report are forwarded to the court officer. In all cases, the Court Officer will forward a copy of the report to the Prosecutor's Office and issuing judge.
- NOTE:** The PPO Office has no need for PA-53 violation reports.
- If the arrested subject is to be arraigned, ensure the court copy of the written report accompanies the subject to the arraignment.
 - When the subject of a Conditional Bond Release has been bound over to Circuit Court, and the court cannot be contacted within 24 hours of the arrest, the Detention Section Court Services Unit personnel will contact the District Court arraigning judge and forward a copy of the written report to the District Court and issuing judge.
 - All reports will be sent to the CARE queue in RMS.

POLICE INCIDENT NUMBER

OFFICER(S)/BADGE(S)

• For your case to be investigated, a Detective at the Lansing Police Department Operations Center, 5815 Wise Road, will need to talk to you. Your follow up date to meet with a Detective is

between the hours of 08:30 – 11:00 am. Questions may be directed to (517) 483-6679.

• You may request a copy of the incident report for your case by contacting the Lansing Police Department Central Records at (517) 483-4680.

RESOURCES

Victims Rights/Domestic Violence Unit
(517) 483-6256 or (517) 483-6259

Capitol Area Response Effort
Crisis Response and Follow-Up Services to Victims of Domestic Violence
2500 S. Washington Ave., Lansing, MI 48910
(517) 483-6825 or (517) 483-6827 or (517) 272-7436

EVE, Inc. Emergency Shelter, Counseling and Legal Rights (517) 372-5572

Michigan Family Violence Help Line
24 Hour Crisis Hotline 1-800-799-7233

Sexual Assault 24 Hour Crisis Line (517) 372-6666

Capital Area Sexual Assault Response Team (CASART)
(517) 355-3551

National Sexual Assault Line 1-800-656-HOPE (4673)

Sparrow Hospital Sexual Assault Nurse Examiner Program (SANE) (517) 364-3641

McLaren Greater Lansing Emergency Department
(517) 975-7500

Sparrow Hospital – St. Lawrence Campus (517) 364-7000

Emergency Medical Services
Sparrow Hospital Emergency (517) 364-0157

American Red Cross Emergency Shelter (517) 484-7461

Ingham County Prosecutor's Office
Case Status, Case Disposition and Court Support
(517) 483-6108

Crime Victim Services Commission
Offers Financial Assistance for Victims With Personal Injury, Work Loss and Funeral Benefits
CVSC
PO Box 30026, Lansing, MI 48909
(517) 373-7373

www.lansingpolice.com

RIGHTS AND RESOURCES FOR
LANSING CRIME VICTIMS

LANSING POLICE DEPARTMENT

HEADQUARTERS
120 WEST MICHIGAN AVENUE
LANSING, MI 48933
(517) 483-4600

OPERATIONS CENTER

5815 WISE ROAD
LANSING, MI 48911
(517) 483-4600



Mike Yankowski, Chief

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Mike Yankowski, Chief

12”cut
4” high

**CRIME VICTIMS RIGHTS
INFORMATION FOR ALL
CRIME VICTIMS**

You may be eligible for crime victim's compensation benefits. To apply, fill out an application available from the Crime Victim Services Commission at **(517) 373-7373**.

If you would like to be notified of an arrest in your case or the release of the person arrested or both, you should call the Lansing Police Department at **(517) 483-4674** and inform them.

If you are not notified of an arrest in your case, you may call the Lansing Police Department at **(517) 483-6814** for the status of the case.

You can contact the Ingham County Prosecuting Attorney's Office at **(517) 483-6256** to obtain information about victim's rights.

DOMESTIC VIOLENCE VICTIM INFORMATION

Your legal rights include the right to go to court and file a petition requesting A Personal Protection Order (PPO) to protect you or other members of your household from domestic abuse which could include the following:

Section / Title: Narrative / 614_CrimeVictimsFinalRevisionJune27pm.pdf
**AN ORDER RESTRAINING OR ENJOINING
THE ABUSER FROM:**

- Entering onto the premises;
- Assaulting, attacking, beating, molesting, or wounding you;
- Threatening to kill or physically injure you or another person;
- Removing minor children from you, except as otherwise authorized by a custody or visitation ordered issued by a court of competent jurisdiction;
- Engaging in stalking behavior;
- Purchasing or possessing a firearm;
- Interfering with your efforts to remove your children or personal property from the premises that are solely owned by or leased by the abuser;
- Interfering with you at your place of employment or engaging in conduct that impairs your employment relationship or environment;
- Engaging in any other specific act or conduct that imposes or interferes with your personal liberty or that causes a reasonable apprehension of violence;

Your legal rights also include the right to go to court and file a motion for an order to show cause and a hearing if the abuser or perpetrator is violating the protection order and has not been arrested.

PPO OFFICE
VETERAN'S MEMORIAL COURTHOUSE
313 WEST KALAMAZOO
LANSING, MI 48933
(517) 483-6545

**CRIME VICTIMS RIGHTS
INFORMATION FOR VICTIMS OF
SEXUAL ASSAULT**

- **You can** have a sexual assault medical forensic examination and have evidence collected using a sexual assault evidence kit even if you do not want to participate in the criminal justice system or cooperate with law enforcement.
- **You cannot** be billed for the cost of administrating the sexual assault evidence kit. If you receive a bill for these services, contact the Michigan Crime Victim Services Commission at **(517) 373-7373**.
- **You have the right to ask** the investigating law enforcement agency for the contact information of the detective or investigating officer assigned to the case.
- **You have the right to ask** the current status of the case.
- **You have the right to ask** whether the case has been submitted to the prosecuting attorney for review.

You have the right to ask whether the case has been closed and the documented reason for closure.

If you had a sexual assault evidence kit collected and released to law enforcement:

You have the right to ask the investigating law enforcement agency when the sexual assault evidence kit was sent to a forensic laboratory for testing.

You have the right to ask the investigating law enforcement agency whether a DNA profile was obtained from the sexual assault evidence kit.

You have the right to ask the investigating law enforcement agency whether a DNA profile was entered into CODIS.

You have the right to ask the investigating law enforcement agency whether a DNA profile resulted in a CODIS hit.

Your legal rights include the right to go to court and file a petition requesting a personal protection order (PPO)/ Restraining Order to protect you from the perpetrator.

The PPO could order the perpetrator not to have contact with you and include other specific conditions.

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Lansing Police Department Manual

Mike Yankowski, Chief of Police

600.38 — VICTIM ADVOCACY PROGRAM

Operational Procedure

Effective Date: 02/01/2001

Rescinds: 99-34

PURPOSE

The Lansing Police Department recognizes that law enforcement officers are often confronted with distressed citizens in crisis situations. The Victim Advocate Program will provide support service to victims of crime in the City of Lansing, as well as, augment the services of the Lansing Police Department. The purpose of this procedure is to provide police and victim advocate volunteers with guidelines on the use of the Victim Advocate Program.

DEFINITIONS

Coordinator - The coordinator of the Victim Advocate Program will be an employee of the Lansing Police Department and will be responsible for the selection of all advocates with the final approval of the Chief of Police. The coordinator may remove advocates from the program upon the direction of the Chief of Police/designee.

Advocate - Advocates will be volunteers from the greater Lansing Area. Advocates will be selected based on their application, aptitude, an interview, and a background investigation.

VICTIM ADVOCATE TRAINING

All advocates will be required to attend a training program administered, conducted, and approved by the Lansing Police Department. Initially, new advocates will be required to accompany a senior advocate on calls. Advocates will be required to attend periodic training updates, as deemed necessary by the Department.

SERVICE REQUEST GUIDELINES

- Advocates can be utilized upon the request of an officer or supervisor for the following situations:
 - Traumatic deaths, including but not limited to homicides, suicides, Sudden Infant Death Syndrome, accidental deaths, or traffic accidents.
 - Criminal Sexual Conduct incidents.
- In addition, advocates may be helpful to officers for any of the following situations:
 - House fires.
 - Natural disasters (e.g. tornadoes, severe weather occurrences, etc.).
 - Lost children situations.
 - Natural deaths.

NOTE: Victim Advocates should not be used in cases which involve domestic violence. Capital Area Response Effort (CARE) will be used in domestic violence situations as outlined in Operational Procedure [600.35 Domestic Assault](#).

DRESS CODE AND STANDARDS OF CONDUCT

- Advocates are expected to dress appropriately and present a neat appearance. Cut-off pants, halter or tube-top style shirts, or garments displaying obscene or offensive language/logos shall not be permitted.
- During contacts with victims and in the capacity as a Victim Advocate, the standards of conduct applicable to all Lansing Police Department employees is expected.

MEDIA CONTACT

Advocates will not make statements to the media concerning any incident they become involved in. Victim Advocates shall direct the media to the appropriate Departmental personnel.

CALL-OUT PROCEDURE

- A callback list of advocates is available in the Communications Center. Two advocates will be on call at all times. If for some reason the scheduled Advocates are not available, the next available Advocate will be notified.
- Officers requesting advocate teams shall notify the Communications Center of the need for callback. Communications Center personnel will then contact advocates by telephone or pager.
- Advocates will normally work in a two-person team. A single advocate response to a situation will require the prior approval of a LPD supervisor.

VICTIM ADVOCATE DUTIES

- Victim Advocate responsibilities are to console, explain, support, and assist victims, in accordance with program standards.
- When contact is made with the victim, the advocate will explain the purpose of the Victim Advocate Program and how it can be utilized by the victim.
- The Victim Advocate will make sure the victim understands that use of the Victim Advocate Program is strictly voluntary.
- Advocates will provide information on other resources available to victims.

DEPARTMENT CHAPLAINS/OUTSIDE CLERGY

The concept of the Victim Advocate Program is not to displace the Chaplain Program, rather to complement it. Victim Advocates may utilize Department chaplains or a requested clergy when rendering services to victims.



Andy Schor, Mayor

Lansing Police Department Administrative Services Division

Captain Robert Backus

120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-6883
Fax: (517) 377-0166



Daryl Green, Chief

November 8, 2019

DOMESTIC VIOLENCE INVESTIGATOR

Current Position Job Duties:

1. Reviews reports written by Lansing Police Department Officers.
2. Conducts Follow up to initial reports by officers through interviews and evidence gathering.
3. Conducts LEIN work checking for prior history; injunctive orders; and Personal Protection Orders.
4. Submits cases to the Ingham County Prosecutor's Office for complaint and warrant.
5. Swears to Warrants in 54A District Court on charges authorized by Ingham County Prosecutors Office.
6. Works with CARE coordinator on appropriate Victim assistance.
7. Works with Victim in supplying information on PPO application and PPO office coordination.
8. Works with Criminal Sexual Assault Investigator on cases involving domestic related criminal sexual conduct.
9. Notification to DHHS CPS in cases where children are witnesses.
10. Works with patrol officers, detectives, and Violent Crime Initiative members in effecting the arrest of individuals for outstanding warrants.
11. Attends court proceedings to assist in prosecution through testimony.
12. Answers victim's questions, and provides reassurance during the criminal justice process.

Proposed Position Additional Changes under this grant request:

1. Focus on Aggravated Domestic and Domestic Violence 2nd Offenses (tiered system)
2. Works with 54A District Court Probation in conducting victim and accused residence check to make sure there is no possible violation of court orders.
3. Reviews jail phone calls of accused in SECURUS phone records system to ensure there is no violation of court orders.
4. Review notification letters to offenders for submission into report system.
5. Review of accused non-domestic offenses, and assistance in preparing those case for prosecution.

“Capital City’s Finest”



Lansing Police Department Central Records/Freedom of Information

120 West Michigan Avenue

Lansing, MI 48933

Phone: (517) 483-4690

Fax: (517) 483-4688



All Domestic Violence Incidents (Offense Coded as "Domestic Violence")

2019 YTD includes all cases entered as of October 25, 2019

Domestic Incidents	2017	2018	2017-18 %Change	2019 YTD
Homicide	2	2	0.0%	4
Neg. Homicide	0	4	Increase	0
Kidnapping	14	15	7.1%	2
CSC	18	30	66.7%	27
Intimidation	35	23	-34.3%	20
Simple Assaults	913	1207	32.2%	678
Felonious Assaults	374	495	32.4%	285
Robbery	9	7	-22.2%	2
Arson	0	0	None	2
Burglary	22	28	27.3%	9
Larceny	9	4	-55.6%	6
Motor Vehicle Theft	4	3	-25.0%	6
Vandalism	22	32	45.5%	26
Controlled Substance	1	4	300.0%	2
Family Abuse/Neglect	4	8	100.0%	2
Obstructing Police	9	10	11.1%	8
Obstructing Justice	14	40	185.7%	21
Weapons	6	2	-66.7%	8
Public Peace	0	1	Increase	1
Operating Under Influence	6	1	-83.3%	0
Health and Safety	1	1	0.0%	0
Runaway	10	0	-100.0%	0
Animal Cruelty	0	1	Increase	0
Non-Criminal	6	7	16.7%	2
Totals	1479	1925	30.2%	1111

Domestic Violence Incidents with an Arrest or Warrant Issued
(Offense Coded as "Domestic Violence")
2019 YTD includes all cases entered as of October 25, 2019

All Domestic	2017	2018	2017-18 %Change	2019 YTD
Homicide	1	2	100.0%	2
Neg. Homicide			None	
Kidnapping	7	9	28.6%	2
CSC	5	6	20.0%	5
Intimidation	26	11	-57.7%	12
Simple Assaults	480	689	43.5%	418
Felonious Assaults	215	300	39.5%	188
Robbery	3	2	-33.3%	1
Arson			None	1
Burglary	9	10	11.1%	2
Larceny	1	2	100.0%	
Motor Vehicle Theft	3	1	-66.7%	1
Vandalism	6	22	266.7%	16
Controlled Substance	1	4	300.0%	2
Family Abuse/Neglect	4	6	50.0%	1
Obstructing Police	7	8	14.3%	7
Obstructing Justice	3	21	600.0%	9
Weapons	3	2	-33.3%	6
Public Peace	5		-100.0%	
Operating Under Influence	1	1	0.0%	
Health and Safety	1	1	0.0%	
Runaway			None	
Animal Cruelty		1	Increase	
Non-Criminal	6	3	-50.0%	
Totals	787	1101	39.9%	673

**All Domestic Violence Incidents with Intimate Partner Relationship to Victim
(Offense Coded as "Domestic Violence")
2019 YTD includes all cases entered as of October 25, 2019**

Intimate Partner Domestic	2017	2018	2017-18 %Change	2019 YTD
Homicide	1	2	100.0%	2
Neg. Homicide	0	1	Increase	0
Kidnapping	11	10	-9.1%	2
CSC	6	21	250.0%	15
Intimidation	22	22	0.0%	17
Simple Assaults	542	804	48.3%	474
Felonious Assaults	218	335	53.7%	202
Robbery	8	4	-50.0%	2
Arson	0	0	None	2
Burglary	16	21	31.3%	9
Larceny	7	3	-57.1%	4
Motor Vehicle Theft	3	2	-33.3%	5
Vandalism	13	23	76.9%	19
Controlled Substance	1	3	200.0%	1
Family Abuse/Neglect	2	1	-50.0%	1
Obstructing Police	3	5	66.7%	4
Obstructing Justice	14	30	114.3%	18
Weapons	3	2	-33.3%	3
Public Peace	0	1	Increase	1
Operating Under Influence	2	0	-100.0%	0
Health and Safety	1	1	0.0%	0
Runaway	0	0	None	0
Animal Cruelty	0	1	Increase	0
Non-Criminal	4	5	25.0%	1
Totals	877	1297	47.9%	782

Comparison of All Domestic to Intimate Partner Incidents

	2017	2018	2017-18 %Change	2019 YTD
All Domestic Incidents	1479	1925	30.2%	1111
Intimate Partner Domestic Incid. (IPDV)	877	1297	47.9%	782
% of Domestic that are IPDV	59.3%	67.4%	13.6%	70.4%

All Domestic Violence Incidents with an Arrest or Warrant Issued
That Have Intimate Partner Relationship to Victim
(Offense Coded as "Domestic Violence")
2019 YTD includes all cases entered as of October 25, 2019

Intimate Partner Domestic	2017	2018	2017-18 %Change	2019 YTD
Homicide		2	Increase	1
Neg. Homicide			None	
Kidnapping	4	5	25.0%	2
CSC	1	5	400.0%	5
Intimidation	15	11	-26.7%	10
Simple Assaults	284	472	66.2%	296
Felonious Assaults	117	210	79.5%	132
Robbery	3	2	-33.3%	1
Arson			None	1
Burglary	7	9	28.6%	2
Larceny	1	2	100.0%	
Motor Vehicle Theft	1	1	0.0%	1
Vandalism	5	17	240.0%	11
Controlled Substance	1	3	200.0%	1
Family Abuse/Neglect	1	1	0.0%	
Obstructing Police	2	3	50.0%	3
Obstructing Justice	3	17	466.7%	9
Weapons	1	2	100.0%	2
Public Peace			None	
Operating Under Influence	2		-100.0%	
Health and Safety	1	1	0.0%	
Runaway			None	
Animal Cruelty		1	Increase	
Non-Criminal	4	2	-50.0%	
Totals	453	766	69.1%	477

Comparison of All Domestic Incidents to Intimate Partner Domestic Incidents
with Arrests or Warrants Issued

	2017	2018	2017-18 %Change	2019 YTD
All Domestic Incidents	787	1101	39.9%	673
Intimate Partner Domestic Incid. (IPDV)	453	766	69.1%	477
% of Domestic Arrests/Warrants that are IPDV	57.6%	69.6%	20.9%	70.9%

Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
Lansing City
120 W. Michigan Ave.
Lansing MI 48933 1603
Federal I.D.#: 38-6004628, DUNS#: 069835882
hereinafter referred to as the "Grantee"
for
STOP Violence Against Women Grant - 2020
Part I

1. Period of Agreement:

This agreement will commence on the date of the Grantee's signature or January 1, 2020, whichever is later, and continue through September 30, 2020. No service will be provided and no costs to the state will be incurred prior to January 1, 2020 or the effective date of the Agreement, whichever is later. Through the Agreement, the date of the Grantee's signature or January 1, 2020, whichever is later, shall be referred to as the begin date. This agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this agreement is \$94,681.00. The Department under the terms of this agreement will provide funding not to exceed \$71,011.00. The source of funding provided by the Department and approved indirect rate shall be followed as described in Attachment 1 of this agreement, which is part of this agreement through reference.

The grant agreement is designated as a:

- ☒ Subrecipient relationship (federal funding); or
- ☐ Contractor; or
- ☐ Recipient (non-federal funding).

The grant agreement is designated as:

- ☐ Research and development project; or
- ☒ Not a research and development project.

B. Equipment Purchases and Title

Any Grantee equipment purchases supported in whole or in part through this agreement must be listed in the supporting Equipment Inventory Schedule. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Deviation Allowance

A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this agreement, must be made in writing and executed by all parties to this agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

3. Purpose:

The focus of the program is the implementation of comprehensive strategies to stop violence against women that are sensitive to the needs and safety of victims and that hold offenders accountable.

4. Statement of Work:

The Grantee agrees to undertake, perform and complete the services described in Attachment A, which is part of this agreement.

5. Financial Requirements:

The financial requirements shall be followed as described in Part II of this agreement and Attachments B, which are part of this agreement.

6. Performance/Progress Report Requirements:

The progress reporting methods shall be followed as described in Part II and Attachment C, which are part of this agreement.

7. General Provisions:

The Grantee agrees to comply with the General Provisions outlined in Part II and Attachment E, which are part of this agreement.

8. Administration of the Agreement:

The person acting for the Department in administering this agreement (hereinafter referred to as the Contract Manager) is:

Patsy Baker Manager (517) 335-3705
bakerp2@michigan.gov

Name	Title	Telephone No.	Email Address
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9. Grantee's Financial Contact for the Agreement:

The person acting for the Grantee on the financial reporting for this agreement is:

Joe McClure Financial Officer

Name	Title
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joe.mcclure@lansingmi.gov (517) 483-4808

E-Mail Address	Telephone No.
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10. Special Conditions:

- A. This agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and Signature by the Grantee.
- B. This agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the signing of this agreement.
- D. The Grantee is required by PA 533 of 2004 to receive payments by electronic funds transfer.

11. Special Certification:

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the responsible governing board, official or Grantee.

12. Signature Section:

FOR the GRANTEE
Lansing City

Daryl Green

Program Director

03/15/2020

Name

Title

Date

For the Michigan Department of Health and Human Services

Jeanette Hensler

02/28/2020

Jeanette Hensler, Director

Date

Grants Division, Bureau of Grants and Purchasing

Part II
General Provisions

I. Responsibilities - Grantee

The Grantee in accordance with the general purposes and objectives of this agreement shall:

A. Publication Rights

1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee grants the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from the Department's Communication Office for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The State of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The State of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the State of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Obtain prior written authorization from the Department's Communication Office and give recognition to the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from the Department's Communication Office.

B. Fees

1. Guarantee that any claims made to the Department under this Agreement shall not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

C. Grant Program Operation

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not comingled.

D. Reporting

Utilize all report forms and reporting formats required by the Department at the begin date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than three years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. Authorized Access

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their

duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part I, Section 2. A.).

1. Required Audit or Audit Exemption Notice

Grantees must submit to the Department either a Single Audit, Financial Related Audit, or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with Title 2 Code of Federal Regulations, Section 200.511(c) for any audit findings that impacts the Department funded programs, and management letter (if issued) with a corrective action plan.

a. Single Audit

Grantees that are a state, local government, or non-profit organization that expend \$750,000 or more in federal awards during the Grantee's fiscal year, must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of Title 2 Code of Federal Regulations, Subpart F. The Single Audit reporting package must include all components described in Title 2 Code of Federal Regulations, Section 200.512 (c).

b. Financial Related Audit

Grantees that are for-profit organizations that expend \$750,000 or more in federal awards during the Grantee's fiscal year, must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards; or an audit that meets the requirements contained in Title 2 Code of Federal Regulations, Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must also submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impacts the Department funded programs including, but not limited to fraud, going concern uncertainties, financial statement misstatements, and violations of contract and grant provisions. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impacts the Department funded programs.

3. Due Date and Where to Send

The required audit and any other required submissions (i.e. corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within nine months after the end of the Grantee's fiscal year by e-mail at MDHHS-AuditReports@michigan.gov. The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate the current

grant if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding payment from Department to Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

The Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

H. Subrecipient/Contractor Monitoring

When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:

1. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.331 (a).
2. Ensure the subrecipient complies with all the requirements of this Agreement.
3. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.331(b).
4. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.331(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
5. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.

Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.

Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.

Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements in compliance with

2 CFR 200.501(h), as applicable.

I. Notification of Modifications

Provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

J. Software Compliance

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access.

K. Human Subjects

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally-approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

L. Mandatory Disclosures

1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontract, or that arises during the term of this Agreement including:
 - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
 - b. A criminal Proceeding;
 - c. A parole or probation Proceeding;
 - d. A Proceeding under the Sarbanes-Oxley Act;
 - e. A civil Proceeding involving:

1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
 2. A governmental or public entity's claim or written allegation of fraud; or
- f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.
2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Statement of Work Progress Reports

Submit quarterly Statement of Work progress reports to the Department via the <http://egram-mi.com/mdhhs> website by the 15th of the month following the end of the quarter and a final report no later than 45 days following the end of this Agreement.

N. Conflict of Interest and Code of Conduct Standards

1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).
2. Uphold high ethical standards and is prohibited from the following:
 - a. Holding or acquiring an interest that would conflict with this Agreement;
 - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
 - c. Attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or
 - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this agreement.

O. Travel Costs

1. Be reimbursed for travel cost (including mileage, meals, and lodging) budgeted and incurred related to services provided under this agreement.
2. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the State of Michigan travel reimbursement rate applies.

3. State of Michigan travel rates may be found at the following website:
http://www.michigan.gov/dtmb/0,5552,7-150-9141_13132-.00.html.
4. International travel must be pre-approved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
 - a. The grantee's federal revenue was 80% or more of the grantee's annual gross revenue;
 - b. Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
 - c. The public does not have access to the information about executive officers compensation through periodic reports filed under Section 13(a) or 15 (d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
2. FFATA Executive Compensation report template can be found in Attachment F in the EGrAMS documents.

Q. Insurance Requirements

1. Maintain a minimum of the insurances or governmental self-insurances listed below and is responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the State of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
 - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and
 - c. Be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.
2. Insurance Types
 - a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self—Insurance, policies must be endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 2010 07 04 and CG 2037 07 04.

If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.

- b. Workers' Compensation Insurance or Governmental Self-

Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.

- c. Employers Liability Insurance or Governmental Self-Insurance
 - d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
- 3. Require that subcontractors maintain the required insurances contained in this Section.
 - 4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this agreement.
 - 5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

R. Fiscal Questionnaire

- 1. Complete and upload the yearly fiscal questionnaire to the Department to the EGrAMS agency profile within three months of the start of the agreement.
- 2. Fiscal Questionnaire template can be found in EGrAMS documents.

S. Criminal Background Check

- 1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement works directly with clients or has access to client information.
 - a. ICHAT: <http://apps.michigan.gov/ichat>
 - b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
 - c. National Sex Offender Registry: <http://www.nsopw.gov>
- 2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement works directly with children or vulnerable adults.
 - a. Central Registry: http://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330---,00.html

3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children and/or vulnerable adults under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information, to have a fingerprint background check performed by the Michigan State Police.

II. Responsibilities - Department

The Department in accordance with the general purposes and objectives of this agreement will:

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this agreement based upon appropriate reports, records, and documentation maintained by the Grantee.

B. Report Forms

Provide any report forms and reporting formats required by the Department at the effective date of this agreement, and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 90 days prior to their required usage in order to afford the Grantee an opportunity to review and offer comment.

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all

applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part II, Section V.

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act (31 USC 1352) as revised by the Lobbying Disclosure Act of 1995 (2 USC 1601 et seq.) and Section 503 of the Departments of Labor, Health and Human Services, and Education, and Related Agencies section of the FY 1997 Omnibus Consolidated Appropriations Act (PL 104-208). Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.
2. The Grantee will comply with all federal statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of

- disabilities;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women- owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee shall include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

The Grantee will comply with Federal Regulation, 2 CFR part 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
- 2. Have not within a five-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Federal Requirement: Pro-Children Act

1. The Grantee will comply with the Pro- Children Act of 1994 (PL 103-227; 20 USC 6091 et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.
2. The Grantee also assures, in addition to compliance with PL 103-227, any activity or activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities shall be smoke-free.

F. Hatch Political Activity Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Political Activity Act (5 USC 1501-1509, 7324- 7328) and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Activity Reform Act (PL 95-454; 42 USC 4728-

4763). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. National Defense Authorization Act Employee Whistleblower Protections

The Grantee will comply with the National Defense Authorization Act "Pilot Program for Enhancement of Grantee Employee Whistleblower Protections".

- a) This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Grantee employee whistleblower protections established at 41 USC 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2012 and Federal Acquisition Regulation (FAR) 3.908.
- b) The Grantee shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 USC 4712, as described in FAR 3.908.
- c) The Grantee shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 USC 7401-7671(q)) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.

- a. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Trafficking Victims Protection Act

The Grantee will comply with the Trafficking Victims Protection Act of 2000 (PL 106-386), as amended.

- a) This Agreement and anyone working on this Agreement will be subject to the Trafficking Victims Protection Act and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

J. Procurement of Recovered Materials

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (PL 115-232), as amended.

- a) This Agreement and anyone working on this Agreement will be subject to section 6002 of the Solid Waste Disposal Act of 1965 (PL 115-232), as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this act. Violations must be reported to the Department.

K. Subcontracts

For any subcontracted service, activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.
2. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail.

A conflict between this agreement and a subcontract, however, shall not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this agreement;
 - b. Restates provisions of this agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
 - c. Requires the subcontractor to perform duties and/or services in less time than that afforded the Grantee in this agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
 4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
 5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. Procurement

Grantee will ensure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200. Funding from this Agreement shall not be used for the purchase of foreign goods or activities. Records shall be sufficient to document the significant history of all purchases and shall be maintained for a minimum of three years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law; or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part II, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Website Incorporation

The Department is not bound by any content on Grantee's website unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee may not refer to the Department on the Grantee's website without the prior written approval of the Department.

O. Survival

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

P. Non-Disclosure of Confidential Information

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

For the purpose of this Agreement the term "Confidential Information" means all information and documentation that:

- a. Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
- b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
- c. Should reasonably be recognized as confidential information of the disclosing party;
- d. Is unpublished or not available to the general public; or
- e. Is designated by law as confidential.

3. The term "Confidential Information" does not include any information or documentation that was:

- a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
- b. Already in the possession of the receiving party without an obligation of confidentiality;
- c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
- d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
- e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by,

through or on behalf of, the receiving part).

4. The Grantee must notify the Department within 1 business day after discovering any unauthorized use or disclosure of Confidential Information. The Grantee will cooperate with the Department in every way possible to regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

Q. Cap on Salaries

None of the funds awarded to the Grantee through this Agreement shall be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, <http://www.opm.gov>, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

IV. Financial Requirements

A. Operating Advance

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part I, Item 8. The operating advance will be administered as follows:

1. The advance amount requested must be reasonable in relationship to the program requirements, billing cycle, etc.; and in no case may the advance exceed the amount required for 60 days operating expense. Operating advances will be monitored and adjusted by the Department according to total Department agreement amount.
2. The advance must be recorded as an account payable to the Department in the Grantee's financial records. The operating advance payable must remain in the Grantee's financial records until fully recovered by the Department.
3. The monthly Financial Status Report (FSR) reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

The Department may obtain the Michigan Department of Treasury's assistance in collecting outstanding operating advances. The

Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

- a. Department offer of a hearing to dispute the debt, identifying the time, place and date of such hearing.
 - b. A hearing by an impartial official.
 - c. An opportunity for the Grantee to examine department's associated records.
 - d. An opportunity for the Grantee to present evidence in person or in writing.
 - e. A hearing official with full authority to correct errors and make a decision not to forward debt to Treasury.
 - f. Grantee representation by an attorney and presentation of witnesses if necessary.
5. At the end of either the agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs) and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

C. Financial Status Report Submission

Financial Status Reports (FSRs) shall be prepared and submitted electronically to the Department via the website <http://egram-mi.com/mdhhs>.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

Failure to meet financial reporting responsibilities as identified in this agreement may result in withholding future payments.

By submitting the FSR the individual is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of this agreement. The individual submitting the

FSR should be aware that any false, fictitious, or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the website <http://egramms-mi.com/mdhhs>. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

All Grantees must sign up through the on-line vendor registration process to receive all State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology Management and Budget's web site: <https://www.michigan.gov/sigmavss>.

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date using the format provided by the Department's Accounting Division. The Grantee must provide an estimate of total expenditures for the entire agreement period. The information on the report will be used to record the Department's year-end accounts payables and receivables for this agreement.

2. Department-wide Payment Suspension

A temporary payment suspension is in effect on agreements during the department's year-end closing period beginning September 20 until mid-November. FSRs through the August period should be submitted by September 15 to ensure payment prior to the payment suspension period.

3. Final FSRs

Final FSRs are due 30 days following the end of the fiscal year or agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in the potential reduction in the subsequent year's agreement amount.

F. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the agreement period will be returned to the Department within 30 days of the end of the agreement or treated in accordance with instructions provided by the Department.

G. Indirect Costs

The Grantee is allowed to use an approved federal indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an

existing approved federal indirect rate, they may use a 10% de minimis rate in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 to recover their indirect costs. Approved indirect rates will appear on Attachment 1.

V. Agreement Termination

The Department may terminate this agreement without further liability or penalty to the Department for any of the following reasons:

- A. This agreement may be terminated by either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. This agreement may be terminated by either party with 30 days prior written notice upon the failure of either party to carry out the terms and conditions of this agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30 day period.
- C. This agreement may be terminated immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Section III.D. of this agreement during the term of this agreement or any extension thereof.

VI. Stop Work Order

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for Activities, Grantee's lost profits, or any additional compensation during a stop work period.

VII. Final Reporting Upon Termination

Should this agreement be terminated by either party, within 30 days after the termination, the Grantee shall provide the Department with all financial, performance and other reports required as a condition of this agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

VIII. Severability

If any part of this Agreement is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Agreement will continue in full force and effect.

IX. Waiver

Failure to enforce any provision of this Agreement will not constitute a waiver to enforce any other provision of this agreement.

X. Amendments

Any changes to this agreement will be valid only if made in writing and accepted by all parties to this agreement. Any change proposed by the Grantee which would affect the Department funding of any project, in whole or in part in Part I, Section 2.C. of the agreement, must be submitted in writing to the Department for approval immediately upon determining the need for such change. The Grantee shall, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

XI. Liability

The Grantee assumes all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct activity delivery, to be carried out by the Grantee in the performance of this agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, or anyone directly or indirectly employed by the grantee.
- B. Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

XII. State of Michigan Agreement

This is a State of Michigan Agreement and must be exclusively governed by the laws and construed by the laws of Michigan, excluding Michigan's choice-of-law principle. All claims related to or arising out of this agreement, or its breach, whether sounding in contract, tort, or otherwise, must likewise be governed exclusively by the laws of Michigan, excluding Michigan's choice-of-law principles. Any dispute as a result of this agreement shall be resolved in the State of Michigan.

Attachment 1

[Attachment 1 - Schedule of Financial Assistance](#)

A

Attachment A - Statement of Work

Objective :

- Implement a Focused Deterrence model for Domestic Violence Offenders

Activity :

- o Add one (1) investigator position assigned specifically to IPV incidents with an increased responsibility to offender lethality assessment and offender history
- o Introduce the High Point IPV model into investigations which identify offenders based on an assessment

Responsible Staff :

Capt. Rob Backus

Date Range :

01/01/2020 - 09/30/2020

Expected Outcome :

Prioritizing cases based on offenders and lethality assessments for most intense prosecution and supervision

Measurement :

Incident conviction records, supervision tracking and specific successful investigative efforts

Objective :

- Create a three tiered offender/incident system to address victim safety, repeat offenders

Activity :

Add one (1) prosecutor as part of a three (3) person Domestic IPV Unit to operate in the District's specialty Domestic Court. A tiered system uses prior history and lethality assessments to identify the appropriate tier which correlates to a investigation, prosecution, specialty court and supervision strategy.

Responsible Staff :

APA Alysh Gallagher

Date Range :

01/01/2020 - 09/30/2020

Expected Outcome :

A Domestic Violence Unit which reviews cases and determines which court is appropriate (specialty DV court or vertical prosecution)

Measurement :

Conviction success rate. Recidivism of offenders

Objective :

- Intensify offender pre-trial and post-conviction efforts

Activity :

Research lethality factors present.

Utilize previous history to identify appropriate deterrence model.

- o Dedicated time for deeper, more comprehensive investigation.
- o Monitor pre-trial behavior for inculpatory statements, violations of bond or protection orders and additional criminal activities.
- o Conduct more frequent face-to-face supervision efforts to include contact at residence and work for compliance.

Responsible Staff :

Capt Rob Backus

Date Range :

01/01/2020 - 09/30/2020

Expected Outcome :

The supervision will result in initial violations and less violations for individual moving forward once exposed to focused deterrence methods resulting in less recidivism

Measurement :

Number of home visits

number of pre-trial and post-conviction violations

PROGRAM STOP Violence Against Women Grant - 2020			DATE PREPARED 3/15/2020		
CONTRACTOR NAME Lansing City			BUDGET PERIOD From : 1/1/2020 To : 9/30/2020		
MAILING ADDRESS (Number and Street) 124 W. Michigan Ave.			BUDGET AGREEMENT ☒ Original ☐ Amendment		AMENDMENT # 0
CITY Lansing	STATE MI	ZIP CODE 48933-2500	FEDERAL ID NUMBER 38-6004628		

	Category	Total	Amount	Cash	Inkind
DIRECT EXPENSES					
Program Expenses					
1	Salary & Wages	48,020.00	36,015.00	12,005.00	0.00
2	Fringe Benefits	46,661.00	34,996.00	11,665.00	0.00
3	Occupancy	0.00	0.00	0.00	0.00
4	Communication	0.00	0.00	0.00	0.00
5	Supplies	0.00	0.00	0.00	0.00
6	Equipment	0.00	0.00	0.00	0.00
7	Transportation	0.00	0.00	0.00	0.00
8	Contractual	0.00	0.00	0.00	0.00
9	Specific Assistance	0.00	0.00	0.00	0.00
10	Miscellaneous	0.00	0.00	0.00	0.00
Total Program Expenses		94,681.00	71,011.00	23,670.00	0.00
TOTAL DIRECT EXPENSES		94,681.00	71,011.00	23,670.00	0.00
INDIRECT EXPENSES					
Indirect Costs					
1	Indirect Costs	0.00	0.00	0.00	0.00

	Category	Total	Amount	Cash	Inkind
	Total Indirect Costs	0.00	0.00	0.00	0.00
	TOTAL INDIRECT EXPENSES	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	94,681.00	71,011.00	23,670.00	0.00

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	Source of Funds				
	Fees and Collections	0.00	0.00	0.00	0.00
	State Agreement	71,011.00	71,011.00	0.00	0.00
	Local	23,670.00	0.00	23,670.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	Total Source of Funds	94,681.00	71,011.00	23,670.00	0.00
	Totals	94,681.00	71,011.00	23,670.00	0.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
DIRECT EXPENSES									
Program Expenses									
1	Salary & Wages								
	Principle Investigator Notes : 9 month salary and fringe=111,158 25% match=\$37,053 Wage-54,023 / .75=72,031 72,031 x .25=18008 (local match) 54,023-18008=36015 (state funds) This position is the law enforcement detective	1.0000	48020.000	0.000	FTE	48,020.00	36,015.00	12,005.00	0.00
2	Fringe Benefits								
	All Composite Rate Notes : 9 month salary and fringe=111,158 25% match=\$37,053 Fringe-57,135 / .75=76,180 76,180 x .25=19045 (local match) 57,135-19045=38090 (state funds) Law Enforcement Investigator	0.0000	97.170	48020.0 00		46,661.00	34,996.00	11,665.00	0.00
3	Occupancy								
4	Communication								
5	Supplies								
6	Equipment								
7	Transportation								
8	Contractual								
9	Specific Assistance								
10	Miscellaneous								

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
Total Program Expenses						94,681.00	71,011.00	23,670.00	0.00
TOTAL DIRECT EXPENSES						94,681.00	71,011.00	23,670.00	0.00
INDIRECT EXPENSES									
Indirect Costs									
1	Indirect Costs								
Total Indirect Costs						0.00	0.00	0.00	0.00
TOTAL INDIRECT EXPENSES						0.00	0.00	0.00	0.00
TOTAL EXPENDITURES						94,681.00	71,011.00	23,670.00	0.00

- B3 Attachment B3 - Equipment Inventory Schedule**
[Attachment B3 - Equipment Inventory Schedule](#)
- C Attachment C - Performance Report Requirements**
[Attachment C - Performance/Progress Report Requirements](#)
- E Attachment E - Program Requirements**
[Attachment E - Program Specific Requirements](#)

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

WHEREAS, Lansing Police Department (LPD) has submitted application to the State of Michigan Department of Health and Human Services (MDHHS) for a STOP Violence Against Women grant; and

WHEREAS, the LPD was informed on March 15, 2020, that it has been selected to receive funding not to exceed \$71,011; and

WHEREAS, local match amount is \$23,670 (25% per the grant calculation formula); and

WHEREAS, the grant will be used to fund the salaries and fringes of one (1) detective dedicated to investigating crimes related to domestic violence and stalking; and

WHEREAS, the grant period is from January 1, 2020 through September 30, 2020;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Grant from of Michigan Department of Health and Human Services in the amount of \$71,011; and

BE IT FINALLY RESOLVED, that the Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the awarded grant funds.



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE:

GRANT NAME: Public Art for Communities Grant

DEPARTMENT: Parks and Recreation

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Brett Kaschinske (517-881-0721) (brett.kaschinske@lansingmi.gov); Rachel McIlvaine (517-331-2773) (rachel@purelansing.com)

APPLICATION DATE: 1-31-2020

AWARD DATE: 2-26-2020

GRANT CYCLE: 2020

Check One: ☐ Annual ☒ One-Time

FUND AMOUNT: \$10,000 (Breakdown below should total this amount)

GOODS & SERVICES \$10,000

PERSONNEL

CONSTRUCTION \$0.00

LAND \$0.00

OTHER (Training)

CITY MATCH (IF APPLICABLE): The Lansing Brownfield Redevelopment Authority (LBRA) approved a match of up to \$5,000 from its Local Brownfield Revolving Fund that may be used to reimburse the City of Lansing for costs of Eligible Activities as approved by the LBRA and allowed under Act 381.

GRANT PAYS FOR: Art piece and artist fee

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

The LEAP Public Art for Communities program, with additional support from the PNC Foundation, awards \$10,000 for a municipality to commission, create and install a piece of public art for year-round public display. Public art is defined as a uniquely created piece of physical artwork, such as a sculpture, statue, mural, or bike rack that will permanently endure the site, activities, and weather. The grant recipient will use the grant funds to contract with a local artist for the placement of permanent sculpture(s) located in Reutter Park.

Andy Schor
Mayor



City Hall - 9th Floor
124 W. Michigan Avenue
Lansing, MI 48933-1694
PH: 517.483.4141 – FAX: 517.483.6066
Lansing.Mayor@lansingmi.gov

Andy Schor, Mayor

OFFICE OF THE MAYOR
CITY OF LANSING, MICHIGAN

January 24, 2020

Lansing Economic Area Partnership
1000 South Washington Avenue, Suite 201
Lansing, MI 48910

Sent electronically to: Dillon Rush, Tri-County Development & Place Making Manager

RE: MUNICIPAL LETTER OF SUPPORT REUTTER PARK PUBLIC ART APPLICATION

Dear Mr. Rush:

The City of Lansing is pleased to extend this letter of support to LEAP and PNC Foundation for the Reutter Park Public Art for Communities Grant application. As partners with the Lansing Economic Area Partnership (LEAP), we were excited to learn from LEAP about this opportunity to enhance the art and culture community for our region and our city.

The City of Lansing encourages place making efforts in order to make our community a unique place enjoyed by residents, local businesses, and visitors to the area. To this end, I created the Mayor's Arts and Culture Commission in 2018 which wrote and administers Lansing's Public Art Policy. This policy confirms the City's focus on enhancing the public realm through the placement of public art for community enjoyment. I believe that Reutter Park is the ideal location for Lansing's next public art piece because of its connectivity to the urban core and direct proximity to new developments aiming to attract new residents and businesses to the city. With the support of the Public Art for Communities Grant, the addition of public art to Reutter Park will strengthen the area's sense of place and create a positive environment that is welcoming to all.

Again, we are thrilled to be considered for the Public Art for Communities Grant. Please feel free to contact me at 517-483-4141 or lansing.mayor@lansingmi.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Schor", is written over a white background.

Andy Schor
Mayor



01/31/2020

Mr. Dillon Rush
Tri-County Development & Placemaking Manager
Lansing Economic Area Partnership (LEAP)
1000 South Washington Avenue, Suite 201
Lansing, MI 48910

RE: REQUEST FOR PROPOSALS – PUBLIC ART FOR COMMUNITIES 2020

Dear Mr. Rush,

The Lansing Economic Development Corporation (LEDC) is pleased to present a proposal for your review on behalf of the City of Lansing. We look forward to partnering with LEAP and the PNC Foundation to create a public art piece in downtown Lansing with the LEAP Public Art for Communities program. Receiving this grant would allow the City of Lansing to install a public art piece in Reutter Park to help enhance the identity of the park both visually and socially as a gathering place.

Reutter Park is known for its historical fountain, its proximity to the Michigan State Capitol, the Capital Area District Library, and its three acres of open green space in the middle of the urban core. Reutter Park has recently been a focus of conversation for revival efforts. With the new and planned addition of nearby apartments, commercial spaces, and transportation improvements, the park can become a major gathering place for residents, workers, and visitors. Enhancing Reutter Park is a City of Lansing priority and installation of public art would be instrumental in enhancing the area's sense of place. Our request for funding an art piece will be the staple in developing the community center potential in Reutter Park.

We appreciate the support of LEAP and the PNC Foundation in helping the City of Lansing strengthen arts and culture in Lansing's prominent downtown park. Please give me call at 517-331-2773 if you require any further information or have any questions concerning this proposal. Thank you for your consideration.

Thank You,

A handwritten signature in black ink that reads "Rachel McIlvaine". The script is cursive and fluid, with the first letters of the first and last names being capitalized and prominent.

Rachel McIlvaine

Public Art for Communities 2020 Grant Application
City of Lansing - Reutter Park
Lansing Economic Development Corporation

Narrative of the municipality's efforts and priority of placemaking initiatives:

As the region's central urban core, placemaking in the City of Lansing is critical in shaping the identity of the capital region. As such, the City of Lansing prioritizes public art and placemaking efforts throughout the city and has made great strides in recent years.

Lansing's riverfront has been a key focus of placemaking initiatives. The recent completion of Rotary Park represented a significant placemaking effort. It includes an ADA kayak launch, a beach, a plaza with a fireplace, a lighted forest, and much more, shaping the park into a true destination for residents and visitors. As one of the city's most important recreational and environmental amenities, creating a sense of place along the Lansing River Trail is important. One popular effort, "ARTpath," temporarily transformed a 3.5 mile stretch of the trail into a walkable gallery, featuring sites and art pieces.

Key corridors throughout the city are also undergoing transformation. The city is proud to support four Corridor Improvement Authorities (CIA), which aim to revitalize and improve business and pedestrian environments along the city's most important corridors. In 2019, development and finance plans for the Michigan Avenue CIA and the Saginaw CIA were approved and CIAs for North Grand River and South MLK were created. These CIAs will enable more concerted placemaking efforts in several of Lansing's most visible areas. In addition to Corridor Improvement Authorities, the city implements a Façade Improvement Program to support local business owners in revitalizing highly visible building facades. This program provides targeted assistance to improve the appearance and structural conditions of facades, which will improve sense of place in key areas throughout the city.

In collaboration with LEAP and the Arts Council of Greater Lansing, the city funds the First Impressions Grant Program which includes the Arts Impact Program, Arts Project Grants, and Mini Pocket Grants for Art. Originally launched in 2013 as the Sense of Place Grant, these programs have supported many impactful placemaking art projects throughout the city. Notable projects include "Below the Stacks" (10 collaborative murals telling Lansing's story in neighborhoods throughout the city), "Lansing Sidewalk Poetry" (etchings of 8 local poems into high visibility sidewalks throughout the city), "Portrait of a Dreamer" (massive stainless steel sculpture located on Michigan Avenue downtown), bike lane murals throughout REO Town, and many free pop-up concerts by the Lansing Symphony Orchestra. The city sees investing in the arts as critical in defining Lansing as a cultural center and promoting creativity and inclusivity.

Past support from the Public Art for Communities Grant has allowed the City of Lansing to further shape its sense of place. Most recently, the Capital Region International Airport's impressive Gateway to Inclusion sculpture was partially funded through this award. The impact of this massive piece cannot be understated. The Public Art for Communities Grant has been instrumental in Lansing's placemaking efforts and will be critical in continuing the positive momentum.

Description on how the public art piece will contribute to the distinct identity for the area and specific placement:

Due to the success of previous public art projects in Lansing, the city sees great value in continuing to invest in public art pieces as a placemaking tool to add to the community's enjoyment of public spaces. Looking to the future, Reutter Park is the ideal location for a transformative public art piece because of

its ability to significantly impact the way thousands of community members experience downtown Lansing.

After years of underuse, a wave of redevelopment activity downtown is drawing attention back to Reutter Park. The area directly adjacent to the park is undergoing a rapid transformation: two new mixed-use housing developments will add over 300 new housing units to the neighborhood by 2022, half of which will come online in 2020. The Metro Place development and the 500 Block redevelopment will both add apartment units in direct proximity to the park. Ample office/commercial space will be available as well. The 500 Block redevelopment project involves the renovation of the former Lake Trust Building, which will create 23,461 sf of office and commercial space by August 2021. In addition, 3,500 sf of office and commercial space will be incorporated in the construction of the project, which will be completed in May 2022.



Metro Place Development on the Corner of W. Lenawee Street & Townsend Street

Interest in renovating Reutter Park has surged in anticipation of the new residents, visitors, and businesses coming into the area. The park's location means that it will serve as the gateway to downtown Lansing. Its revitalization is critical to continuing the area's forward momentum and defining the neighborhood's identity. As development reshapes the surrounding blocks, the city has identified Reutter Park as a priority for placemaking efforts in the Parks and Recreation Department's 5 Year Plan.

The addition of public art to Reutter Park's renovation would enhance the park's identity, foster inclusiveness, and strengthen the neighborhood's sense of place. The placement of a public art piece in the park would both speak to Lansing's heritage and reflect the opportunity for growth in the future. Art would become the centerpiece of the park's revitalization and a defining feature of the neighborhood.

Examples of other placemaking initiatives in the community:

The installation of this public art piece will serve as just the first step in the City's placemaking initiative in Reutter Park. Based on public input gathered from public visioning sessions, the park will be upgraded to offer more community amenities, as well as increased programming. A modern playground, as shown in the rendering, will be installed in the park's northern quadrant. Electric service and new outdoor furniture will be installed in the park's southern quadrant to better accommodate the weekly provision of community services to the homeless. A fundraising effort to fully rehab and restore the park's iconic fountain will kick off later this year. These planned upgrades will allow the park to become a more inviting and inclusive greenspace for downtown community.



The city's timeline for planning improvements to the park aligns with the timeline of the Public Art for Communities Grant's implementation, allowing for maximum coordination and collaboration in the process. The addition of public art during such a critical time in Reutter Park's development will strengthen the park's connection to the surrounding community and maximize the impact of the art piece.

Discussion of how the art piece located at a specific place will enhance business development efforts and attract/retain talent and new businesses to that specific area:

Just one block away from the Michigan State Capitol Building, Reutter Park offers urban greenspace and a venue for public art that is accessible to all members of the Downtown Lansing community. Its location is convenient to downtown businesses, State of Michigan offices, Lansing City Hall, the CATA bus station, and the Capital Area District Library. Because of its proximity to employment hubs, downtown amenities, community services, and new residential developments, the park has the potential to inspire people of all backgrounds to live, work, and play downtown Lansing.



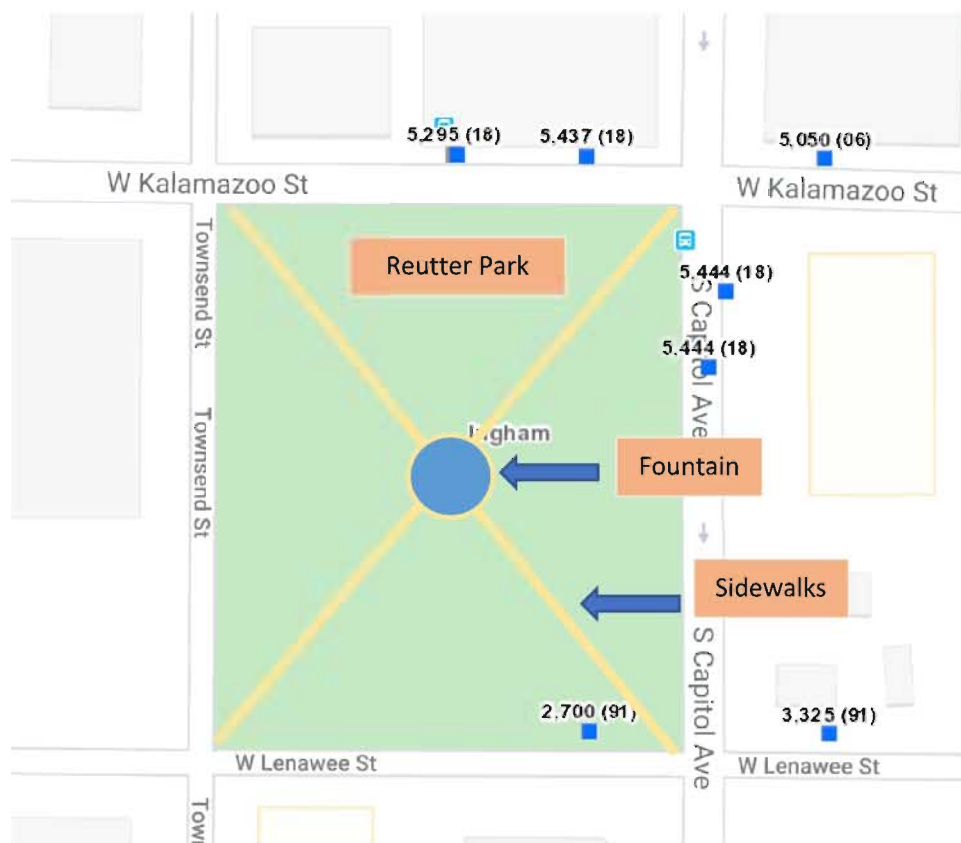
Reutter Park's unique positioning between Lansing's downtown core and several new developments gives it the opportunity to attract new residents and businesses to these developments, spur further economic development in the area, and define the identity of the neighborhood. Providing a beautiful community space with public art and amenities is a powerful tool in enhancing business and resident retention and attraction. Sense of place is a key factor in where talent locates, and talent attracts business. Reutter Park will be the most accessible green space for the area's new residents and businesses. Improving the park's sense of place will attract talent and business activity and improve the area's economic vitality.

The installation of a public art piece, in addition to the other planned placemaking activities, will significantly improve the attractiveness of locating businesses near the park. Reutter Park's high visibility location as the gateway to downtown makes it the ideal location for placement of an impactful public art piece.

Information related to the visibility of the location (traffic counts, pedestrian counts, etc.):

Reutter Park includes 3 acres of green space in the heart of Lansing's urban core. It is bordered by S Capitol Avenue, W Kalamazoo St, Townsend St, and Lenawee St. Apartments, commercial offices, and restaurants are all within steps of the park, making it the perfect gathering place for a quick lunch break, an after-work meeting spot, or a weekend hang-out. This urban park will only become more popular with the new apartment buildings and commercial spaces under construction across the street. The park has sidewalks on all four sides and originating in each corner connecting to the central fountain. This makes the park a natural shortcut for pedestrians walking to and from their destinations downtown.

Annual average daily vehicular traffic count (AADT) data for the streets surrounding Reutter Park is available from the year 2018. An average of the data points from W Kalamazoo St and S Capitol Ave is 5441 vehicles per day. This data was provided by the Tri-County Regional Planning Commission Traffic Count Database. It is important to note, however, that Capitol Avenue will be transitioning from a one-way to a two-way street later this year. This change is expected to increase the traffic count along Capitol. S Capitol Avenue and W Kalamazoo Street are the busiest streets surrounding the park and the proposed art piece location is at the corner of the park where they meet. The AADT data collection points can be seen on the map below, with the year collected indicated in parentheses after the traffic count number:

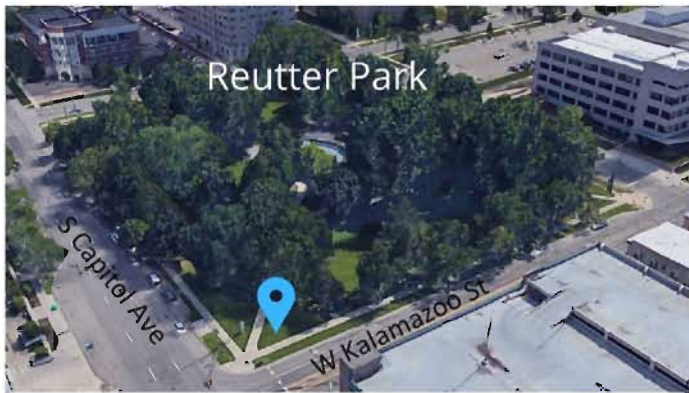


Description, including photo or map, of the location of the public art piece:

Reutter Park is split symmetrically into four quadrants with sidewalks leading from each corner to the middle of the park. The park's main entrance is the northeast corner at the intersection of W Kalamazoo St and S Capitol Ave, while the southeast and southwest corners will serve as the entrances to the park for residents and businesses located in the new 500 Block and Metro Place developments, respectively. Outdoor furniture and infrastructure to support the provision of services to the homeless will be installed in the park's southern quadrant and the new playground will be located in the northern quadrant.



We propose placing the art piece at the park's northeast corner to maximize its visibility and impact. The art will serve as a gateway into the park at its most popular entrance. We are also open to proposals for a 4-part series, with the most prominent piece located at the northeast corner and smaller pieces in other corners. This would maintain the park's symmetrical character and further increase visibility of the art.



Views of Reutter Park's northeast corner, at the intersection of S Capitol Ave and W Kalamazoo St



Plans to seek matching dollars from the private sector or community in the form of crowd funding or contribution (matching dollars are not required but encouraged):

The City will fund the installation cost of the art piece, estimated at \$500 - \$4000 dependent on the artist's design. The Lansing Brownfield Redevelopment Authority will provide matching funds of \$5,000. If awarded, we will reach out to additional stakeholders located near Reutter Park regarding their willingness to support this art piece. Potential partners will include but are not limited to the developers of both the new mixed-use buildings, the District Library, Downtown Lansing Inc., and the Friends of Reutter Park.

Plans to seek in-kind support for the project in the form of landscaping, maintenance, lighting, etc.:

This project represents a collaboration between the City's Public Services Department and Parks and Recreation Department. Both departments have already committed their support of this project and will

work together to ensure that the art is appropriately maintained. Reutter Park is well lit, and landscaping and maintenance activities are performed regularly.

Submission of a site prep outline, physical foundation development, continuous maintenance plan, insurance/liability issues and final installation budget and plan:

This art piece will be covered by the City of Lansing's insurance policy. The Public Services Department will prep the site and install the piece and foundation, and the Parks and Recreation Department will perform regular maintenance to ensure the art remains in good condition.

Below is an estimated budget for the creation and installation of the public art. Rather than being paid by the \$10,000 grant award, installation costs will be covered by the City. The \$10,000 grant and any additional funds raised will go toward the cost of the art and the artist's fee, shown in the table below:

Installation and Site Prep Cost (1 art piece)	\$500-\$1000 city funds
Installation and Site Prep Cost (4-part series)	\$2000-\$4000 city funds
Art Piece + Artist Fee	\$10,000 grant + \$5,000 LBRA match + all additional \$ fundraised

Evidence of existence and/or adoption of a public art policy for the community:

The City of Lansing is proud to support public art and placemaking. On August 2, 2019, Mayor Schor issued an Executive Order approving the City of Lansing Public Art Policy and Guidelines as created by the Mayor's Arts and Culture Commission. This Executive Order amended the City's previous art policy, which had been in place since 2014. The policy's goals include "Enhance the urban environment and public spaces throughout the City; Provide public art of exceptional quality which adds to the community's vibrancy and identity of the area; Use public art as a means to foster the community's sense of spirit, pride, and development; Integrate public art into new City facilities," among others. Links to the Executive Order and press release are included below:

<https://lansingmi.gov/DocumentCenter/View/8468/Public-Art-Executive-Order>

<https://www.lansingmi.gov/DocumentCenter/View/8268/PR-Public-Art-Policy-August-12-2019>

Description of community plans to jury the artists/art pieces, suggestions for committee members that will draft the RFP and/or jury the pieces:

Should this application be successful, the LEDC will engage with the Mayor's Arts and Culture Commission Public Art Committee to follow the process as outlined in the City of Lansing's Public Art Policy Guidelines. The MAACC Public Art Committee will facilitate the RFP and the selection of members for the Artist Selection Panel. The Lansing Parks Board will also review the selected art piece and craft a recommendation to the Mayor, who will give final approval.

RESOLUTION #2020-###

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

Approval to Accept \$10,000 Public Art for Communities Grant

WHEREAS, The City of Lansing has recognized, through the enactment of the City of Lansing Public Art Policy established by Executive Order 2019-06, the importance of promoting art in public spaces and public facilities; and

WHEREAS, as stated in Executive Order 2019-06, the City of Lansing has determined that art placed in public spaces animates public and private spaces, rejuvenates structures and streetscapes, improves local business viability and public safety, and brings diverse people together to celebrate and inspire; and

WHEREAS, as stated in Executive Order 2019-06, where possible, the City of Lansing will incorporate or work with outside parties to incorporate art into the interior spaces of public facilities and into the design of all public buildings, ways, bridges, parks, plazas, or other public spaces; and

WHEREAS, the Public Art for Communities Grant program, funded by the Lansing Economic Area Partnership (LEAP) and the PNC Foundation, supports the creation and installation of a public art piece for year-round public display in a highly visible strategic location; and

WHEREAS, the Lansing Economic Development Corporation (LEDC) applied for the Public Art for Communities Grant on behalf of the City of Lansing for the 2020 grant period; and

WHEREAS, through a competitive process, the Lansing Economic Area Partnership (LEAP) awarded the City of Lansing a \$10,000 Public Art for Communities Grant to be used for the installation of public art in Reutter Park; and

WHEREAS, The City of Lansing has in the application agreed to provide in-kind services in the form of art piece installation and maintenance; and

WHEREAS, pending approval by the Lansing Brownfield Redevelopment Authority (LBRA) Board, the LBRA will provide \$5,000 in matching funds for the project.

NOW, THEREFORE, BE IT RESOLVED, The Lansing City Council approves acceptance of, and the mayor is authorized to execute any necessary agreements for, the Lansing Economic Area Partnership (LEAP) and PNC Foundation's Public Art for Communities Grant in the total amount of \$10,000.00 for the 2020 grant period for the City of Lansing.

BE IT FINALLY RESOLVED, the Administration is authorized to receive the funds, create the necessary accounts, and make the necessary transfers for their administration in accordance with the requirements of the grantor.

INTRODUCTION OF ORDINANCE

Council President Spadafore introduced:

An ordinance of the City of Lansing, Michigan, for the purpose of re-adopting the codified ordinances of the City of Lansing.

The Ordinance is referred to the Committee of the Whole

RESOLUTION 2020- RESOLUTION SETTING PUBLIC HEARING BY CITY COUNCIL

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, July 13, 2020 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 re-adopting the codified ordinances of the City of Lansing.

BE IT FURTHER RESOLVED, due to COVID -19, the public hearing may be held electronically in accordance with the Open Meetings Act in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may do so by logging into or calling into the meetings using the website or phone number and Meeting ID provided on the July 13, 2020 meeting agenda. Michigan Executive Order 2020-75 provides for temporary authorization of remote participation in public meetings and hearings.

Interested Persons are invited to attend this Public Hearing.

ORDINANCE No. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, RE-ADOPTING THE
CODIFIED ORDINANCES OF THE CITY OF LANSING.

THE CITY OF LANSING ORDAINS:

SECTION 1. THAT THE CODE OF ORDINANCES OF THE CITY OF LANSING,
MICHIGAN, AS AMENDED AND REPUBLISHED BY MUNICIPAL CODE CORPORATION
THROUGH SUPPLEMENT 51, AND ALL GENERAL AND PERMANENT LEGISLATION
OF THE CITY FROM THE DATE OF ENTRY THROUGH DECEMBER 31, 2019, EXCEPT
ANY ORDINANCE REPEALED AS PROVIDED BY LAW, AS REVISED, CODIFIED,
ARRANGED, NUMBERED, EDITED AND CONSOLIDATED INTO COMPONENT CODES,
TITLES, CHAPTERS AND SECTIONS, ARE HEREBY APPROVED AND READOPTED AS
THE CODIFIED ORDINANCES OF LANSING, MICHIGAN 2019, COMPLETE TO
DECEMBER 31, 2019.

SECTION 2. THE READOPTION OF CODIFIED ORDINANCES SHALL NOT BE
CONSTRUED TO AFFECT A RIGHT OR LIABILITY ACCRUED OR INCURRED UNDER
ANY LEGISLATIVE PROVISION PRIOR TO THE EFFECTIVE DATE OF SUCH
READOPTED, OR AN ACTION OR PROCEEDING 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 THEREFOR. FOR SUCH PURPOSES, ANY SUCH LEGISLATIVE
PROVISION SHALL CONTINUE IN FULL FORCE NOTWITHSTANDING ITS REPEAL
FOR THE PURPOSE OF REVISION AND CODIFICATION.

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 other than the part so
declared to be invalid.

Section 4. All ordinance or parts of ordinances in conflict with any of the provisions of this
ordinance are hereby repealed.

Section 5. This ordinance shall take effect on the 30th day after enactment unless given
immediate effect by City Council and shall expire December 31, 2029.

GENERAL INFORMATION

APPLICANT/OWNER:	Lansing Community College 315 N. Grand Avenue Lansing, MI 48933
REQUESTED ACTIONS:	Special Land Use Permit to construct a new parking ramp
EXISTING LAND USE:	LCC Gannon Parking Ramp
PROPERTY SIZE & SHAPE:	Entire Parcel: 770' x 1,205'=927,850 square feet (21.3 acres)
SURROUNDING LAND USE:	N: City park, office building, parking lot S: City parking ramp, office buildings E: City park W: Office buildings
SURROUNDING ZONING:	N: "A" Residential & "D-1" Professional Office Districts S: "G-1" Business District E: "A" Residential District W: "D-1" Professional Office & "G-1" Business Districts
MASTER PLAN DESIGNATION:	The Design Lansing Master Plan designates the subject property for institutional land use. N. Capitol Avenue, N. Grand Avenue & Saginaw Street are designated as major arterials. Shiawassee Street is designated as a collector road.

Requests

This is a request by Lansing Community College for a special land use permit to allow the construction of a new 3 level parking ramp on the property at 610 N. Capitol Avenue. The new parking ramp will replace the existing Gannon Parking ramp located on the N. Washington Avenue side of the Lansing Community College main campus. The entire LLC campus is zoned "G-1" Business, which district requires a special land use permit for a parking ramp when it is the sole use of a parcel of land. In this case, the parking ramp is located on the same parcel as the classroom, office, recreational and other Lansing Community College buildings. The parking ramp is therefore, considered an accessory use and no special land use permit is required. Lansing Community College has nevertheless chosen to pursue a special land use permit to eliminate any questions or challenges as to whether it is required, to provide complete transparency and to provide a forum for the public to comment on the proposal.

AGENCY RESPONSES:

BWL:

Building Safety: The Building Safety Office has no objections. The project will be subject to site plan and building plan reviews.

Development:

Fire Marshal:

Parks & Recreation: No issues for Parks. Riverfront Park events use the Gannon lot for special event parking and this ramp is also used at a shelter as part of the emergency inclement weather plan for large events in the park.

Public Service: The project engineer, NTH, has contacted Public Service to discuss stormwater handling for both parking ramps. Director Andy Kilpatrick has met with LCC about regarding the construction of the two ramps.

Transportation: No comments or requirements relative to the SLU or zoning requests based on the fact that both areas are currently parking facilities.

Any issues surrounding the actual structures will be addressed during the site plan review process. LCC has already been coordinating with the City regarding the conversion of Grand and Capitol Avenues to two-way operation to ensure that facilities will work with two way traffic operations.

ANALYSIS

Section 1282.03(f)(1)-(2) sets forth the criteria which must be used to evaluate a Special Land Use permit request. The criteria and evaluation are as follows.

- 1. Is the proposed special land use designed, constructed, operated and maintained in a manner harmonious with the character of adjacent property and the surrounding area?**

The proposed parking ramp will be designed, constructed, operated and maintained in a manner harmonious with the character of the surrounding area. The new ramp will be located at the northeast corner of the main LLC campus in the same location as the existing ramp. As with the existing ramp, the new ramp will be designed to blend in with the streetscape and will include significant landscaping along Grand Avenue to soften its view from the street.

2. **Will the proposed special land use change the essential character of the surrounding area?**

The proposed parking ramp will not change the essential character of the surrounding area as it merely replaces an existing parking ramp in the same location on the LCC campus.

3. **Will the proposed special land use interfere with the enjoyment of adjacent property?**

The proposed parking ramp will have no impact on the enjoyment of adjacent properties. In fact, LLC has historically made its ramp available for public parking during events at Adado Riverfront Park located on the east side of Grand Avenue, immediately across from the parking ramp.

4. **Will the proposed special land use represent an improvement to the use or character of property under consideration and the surrounding area in general, and will the use be in keeping with the natural environment of the lot?**

The proposed parking ramp will have no significant impact on the natural environment since the new parking ramp will result in only a slight increase in the amount of impervious surface on the site. In addition, it will represent an improvement to the property as it will provide a newer, larger and more efficient ramp to serve the parking needs for the LCC main campus.

5. **Will the proposed special land use be hazardous to adjacent property or involve uses, activities, materials or equipment which are detrimental to the health, safety or welfare of persons or property through the excessive production of traffic, noise, smoke, odor, fumes or glare?**

The parking lot will not generate any nuisances or hazardous conditions.

6. **Will the proposed special land use be adequately served by essential public facilities and services, or is it demonstrated that the person responsible for the proposed special land use is able to continually provide adequately for the services and facilities deemed essential to the special land use under consideration?**

No negative comments have been received from any of the reviewing departments or agencies with regard to impacts on public facilities and services. The proposed parking ramp will need to be reviewed and approved through the City's administrative site plan review process, a primary component of which will involve review and approval of a storm-water management plan.

7. **Will the proposed special land use place demand on public services and facilities in excess of current capacity?**

The proposed parking ramp is not anticipated to increase demands on public services and facilities in excess of current capacity. The street system in the area is designed to

accommodate a high volume of vehicular traffic and the necessary traffic controls are already in place to accommodate pedestrian traffic. The only other public service that will be impacted by this proposal involves the storm sewer system. The engineers that are preparing the plans for LCC are already working with the City engineers to develop a storm water management plan for the site, the specifics of which will be reviewed during the site plan review process.

8. Is the proposed special land use consistent with the intent and purpose of this Zoning Code and the objectives of any currently adopted Comprehensive Plan?

The Design Lansing Master Plan designates the subject property for institutional use which is the appropriate land use designation for a community college. Since the proposed ramp merely provides parking to support the college facilities, it is consistent with the land use pattern being advanced in the Master Plan. It is also consistent with the intent and purpose of both the Master Plan and the Zoning Ordinance which is to provide adequate parking to support the use that it serves and to do so in a manner that minimizes or eliminates the need for surface parking.

9. Will the proposed special land use meet the dimensional requirements of the district in which the property is located?

There are no setback or building height requirements and no lot coverage restrictions in the "G-1" Business district, which is the zoning designation of the subject property. Although not required, the applicant will provide a significant landscape buffer along both Grand Avenue and Schoolcraft Drive, as shown on the attached site plan.

SUMMARY

This is a request by Lansing Community College for a special land use permit to allow the construction of a new 3 level parking ramp on the property at 610 N. Capitol Avenue. The new parking ramp will replace the existing Gannon Parking ramp located on the N. Washington Avenue side of the Lansing Community College main campus.

Based on the findings contained in this staff report, the proposal complies with all of the criteria of Section 1282.03(f)(1)-(9) of the *Zoning Code* for evaluating Special Land Use permits.

1. The proposed Special Land Use will be harmonious with the character of adjacent properties and surrounding uses.
2. The proposed Special Land Use will not change the essential character of the surrounding properties.
3. The proposed Special Land Use will not interfere with the general enjoyment of adjacent properties.
4. The proposed Special Land Use does represent an improvement to the lot as it currently exists.
5. The proposed Special Land Use will not be hazardous to adjacent properties.
6. The proposed Special Land Use can be adequately served by public services and utilities.

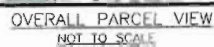
7. The proposed Special Land Use will not place any demand on public services and facilities in excess of current capacities.
8. The proposed Special Land Use is consistent with the Design Lansing Master Plan institutional land use designation and with the goals of both the Master Plan and the Zoning Ordinance.
9. The proposed Special Land Use will comply with the dimensional requirements of the Zoning Ordinance.

RECOMMENDATION

Staff recommends approval of SLU-3-2020 for a special land use permit to allow the construction of a 3 level parking ramp on the property at 610 N. Capitol Avenue, based upon the findings of fact as outlined in this staff report.

Respectfully Submitted,

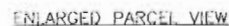
**Susan Stachowiak
Zoning Administrator**



PROPERTY LINE

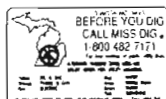
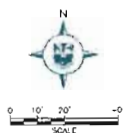
PROPOSED PARKING STRUCTURE

PARCEL ID: 33-01-01-16-201-007
BLOCKS 68, 69, 82 & PARTS VAC LAPEER & GENESSE, SIS
ADJ THIERTO, ALSO BLOCKS 64 & 65 EXC PARTS USED AS
STREET R/W, ALSO VAC N WASHINGTON AVE BET N LINE
SHAWASSEE ST & S LINE SCHOOLRAIL ST; BLOCK 69
ORIG PLAT





OVERALL PARCEL VIEW
NOT TO SCALE

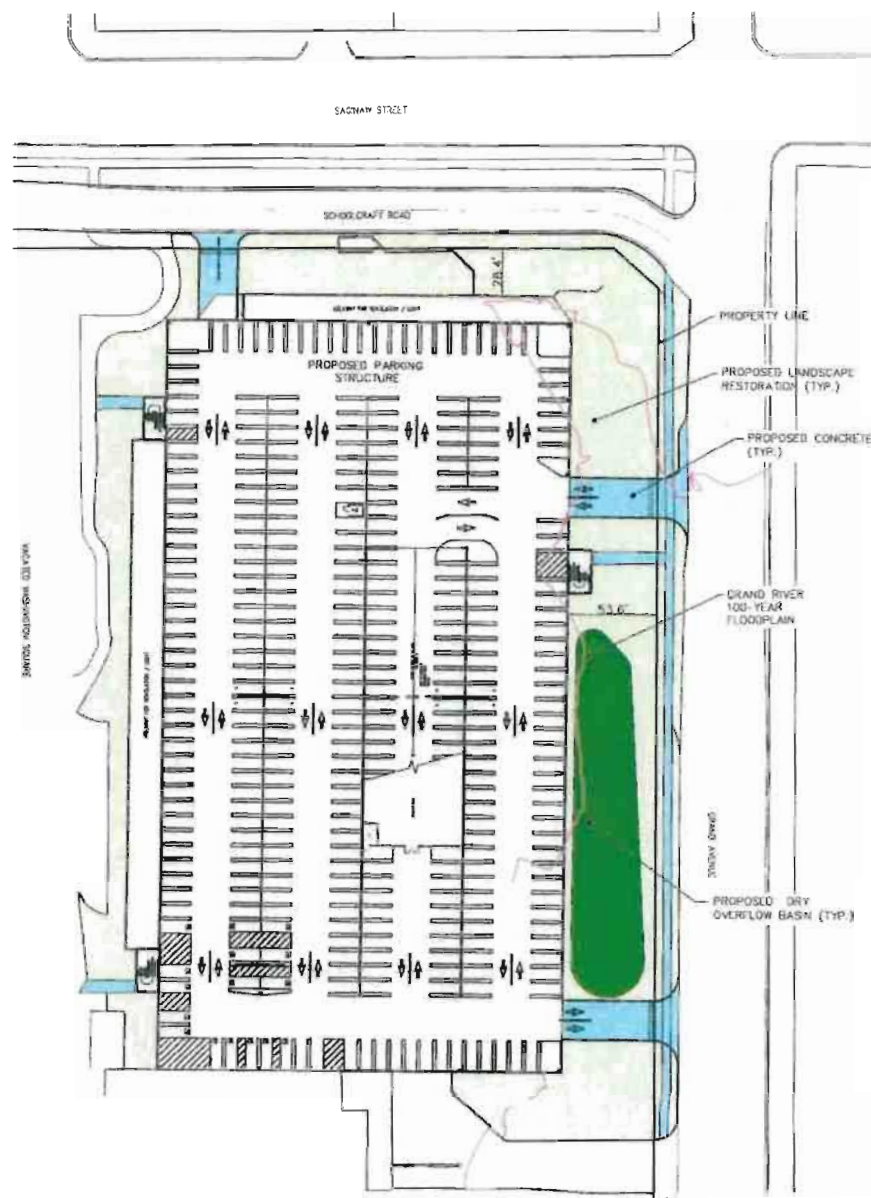


LEGEND

- PROPERTY LINE
 EXISTING 100-YEAR FLOODPLAIN
 PROPOSED PARKING STRUCTURE
 PROPOSED CONCRETE
 PROPOSED LANDSCAPING
 PROPOSED DRY OVERFLOW BASIN

PROPERTY LEGAL DESCRIPTION

PARCEL ID: 33-01 01-16-201-007
BLOCKS 68, 69, 82 & PARTS VAC LAPEER & GENESEE STS ADJ THERETO, ALSO BLOCKS
64 & 65 EXC PARTS USED AS STREET R/W, ALSO VAC N WASHINGTON AVE BET N LINE
SHAWASSIE ST & S LINE SCHOOLCRAFT ST; BLOCK 69 ORIG PLAT



ENLARGED PARCEL VIEW



NTH Consultants, Ltd.

**Industrial Engineering and
Engineering Services**

North Bay, Ill.	246 507.50
Madison, Mo.	243 227.30
Lansing, Ill.	217 604.00
Grand Island, Mo.	6 6 491.60
Cherokee, Ill.	216 316.30

[illegible]

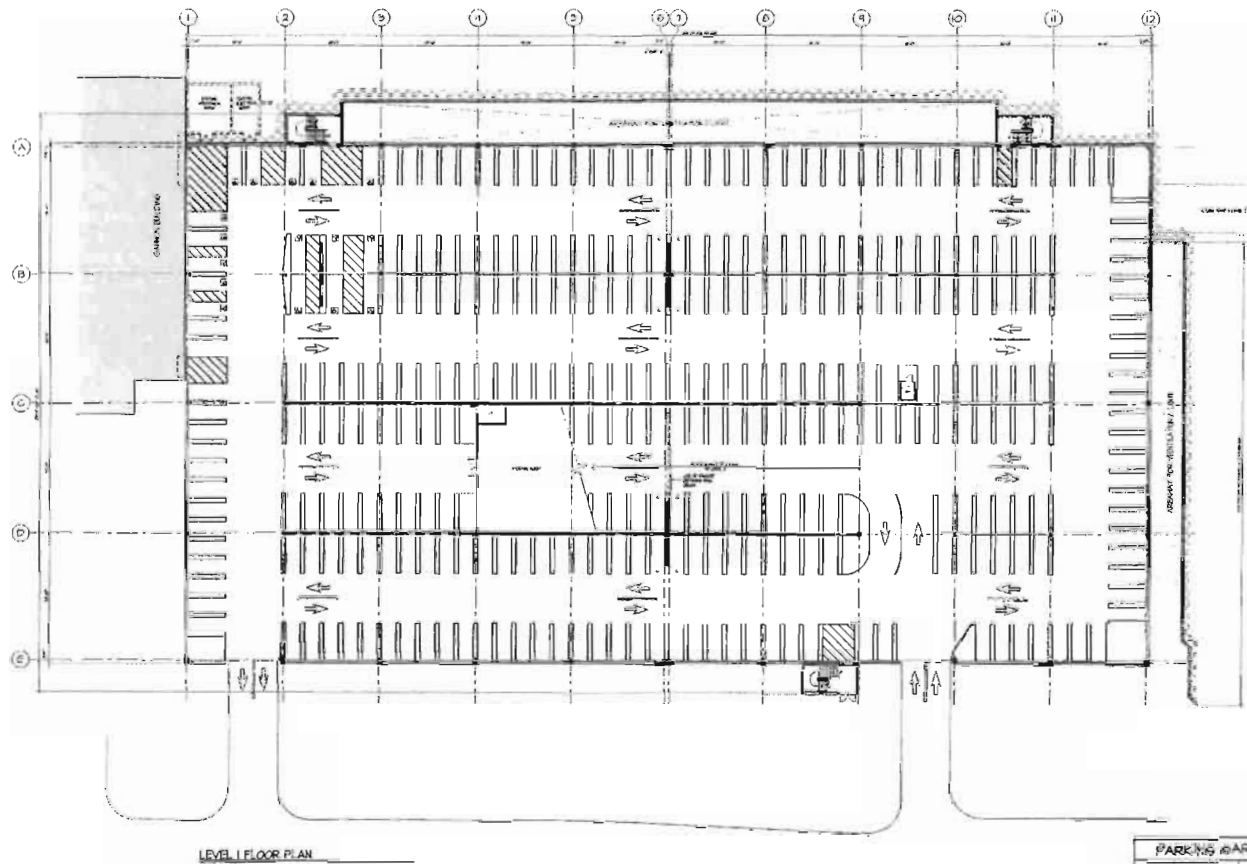
PROJECT NAME
LANSING COMMUNITY
COLLEGE PARKING
STRUCTURES

PROJECT LOCATION
315 N GRAND AVENUE
LANSING, MI 48933

[illegible]

SITE PLAN

DOI: 10.1002/for



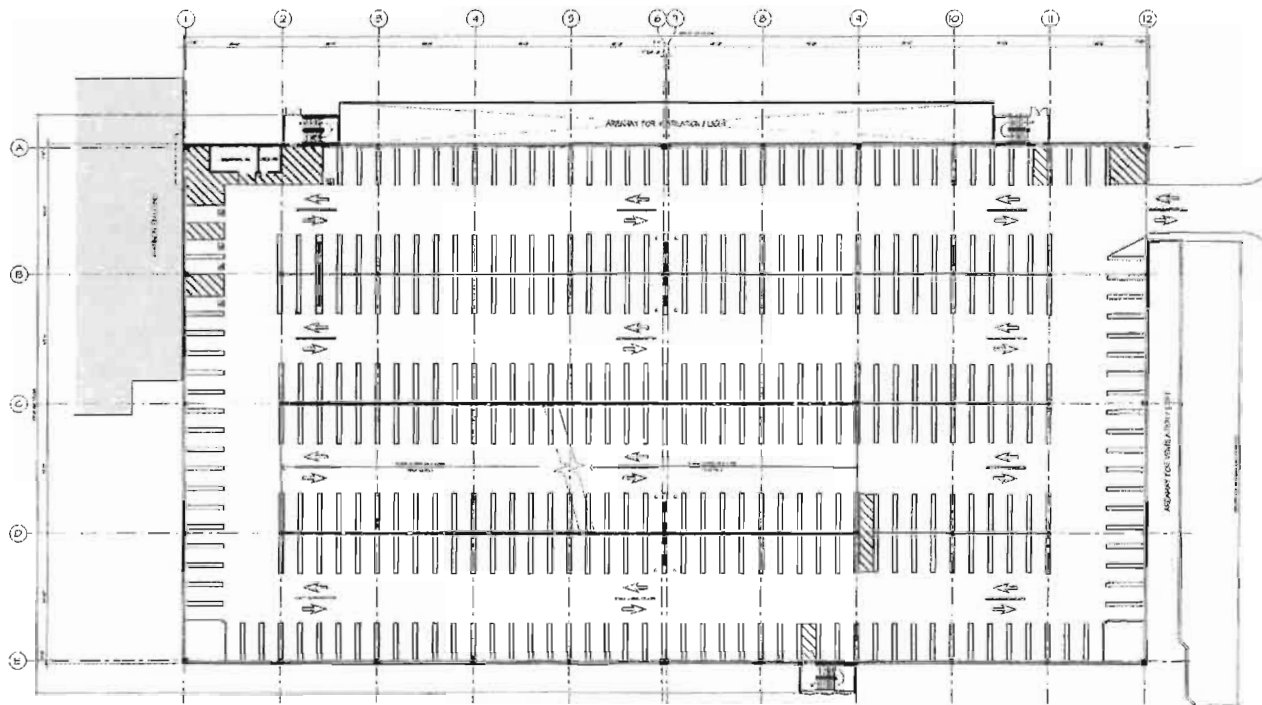
LEVEL 1 FLOOR PLAN

GANNON CAR COUNT			
LEVEL	PERMITTED	TRUCKS	TOTAL
LEVEL 1	39	0	39
LEVEL 2	15	1	16
LEVEL 3	39	0	39
TOTAL	93	1	94

PARKING GARAGE OCCUPANT CAPACITY					
LEVEL	FLOOR AREA SQ. FT.	SEATING PER PERSON	SEATING REQUIRED	SEATING SUPPLIED	SEATING DEFICIT
LEVEL 1	10,000 SQ. FT.	100	100	100	0
LEVEL 2	10,000 SQ. FT.	100	100	100	0
LEVEL 3	10,000 SQ. FT.	100	100	100	0
TOTAL	30,000 SQ. FT.	300	300	300	0

NOTE: SEATING PROVIDED FOR PUBLIC MEETINGS

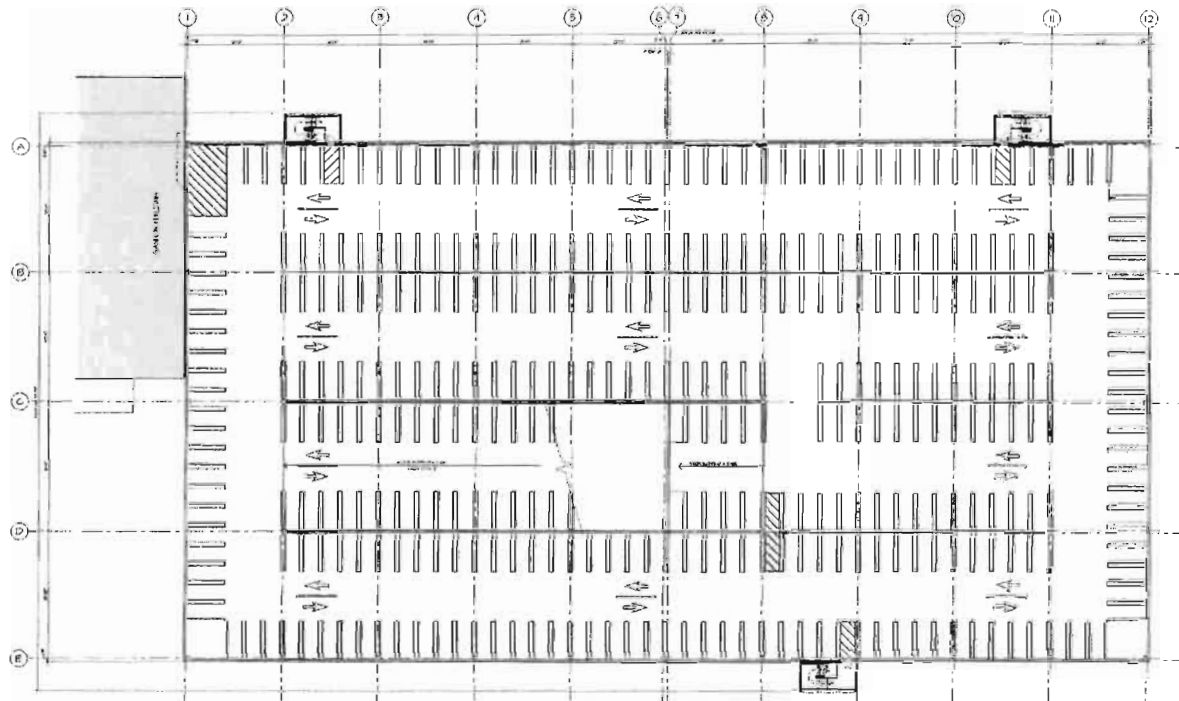
A-1 LEVEL 1 FLOOR PLAN
LANSING COMMUNITY COLLEGE
GANNON PARKING STRUCTURE DESIGN



LEVEL 2 FLOOR PLAN
1/24/2010

GANNON CAR COUNT			
LEVEL	LEVEL 1	LEVEL 2	TOTAL
LEVEL 1	360	0	360
LEVEL 2	355	5	360
LEVEL 3	360	0	360
TOTAL	1075	5	1080

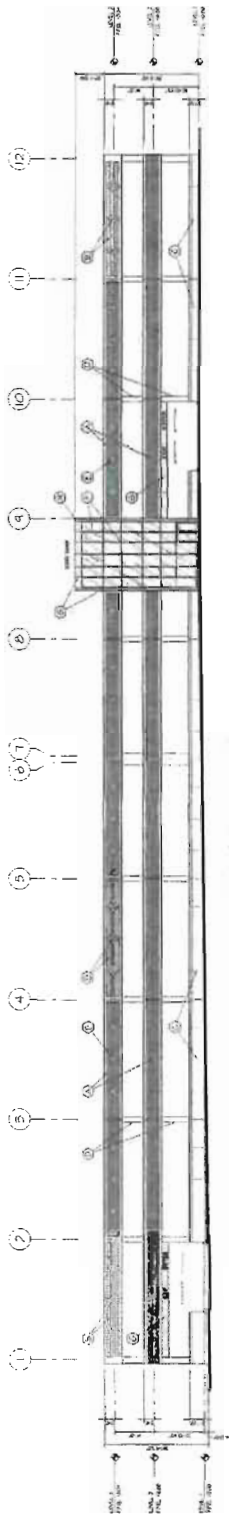
A-2 LEVEL 2 FLOOR PLAN
LANSING COMMUNITY COLLEGE
GANNON PARKING STRUCTURE DESIGN



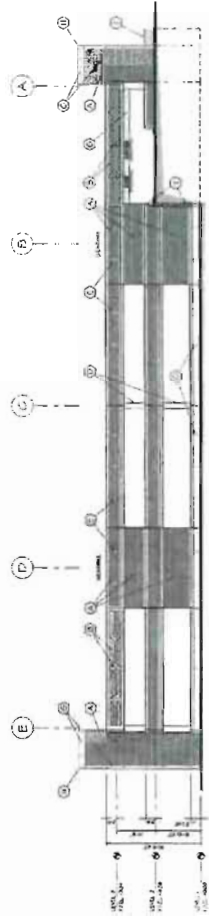
LEVEL 3 FLOOR PLAN
DATE: 11/11/11

GANNON GAR COUNT			
LEVEL	SPACES	STAIRS	TOTAL
LEVEL 1	10	0	10
LEVEL 2	10	1	11
LEVEL 3	10	0	10
TOTAL	30	1	31

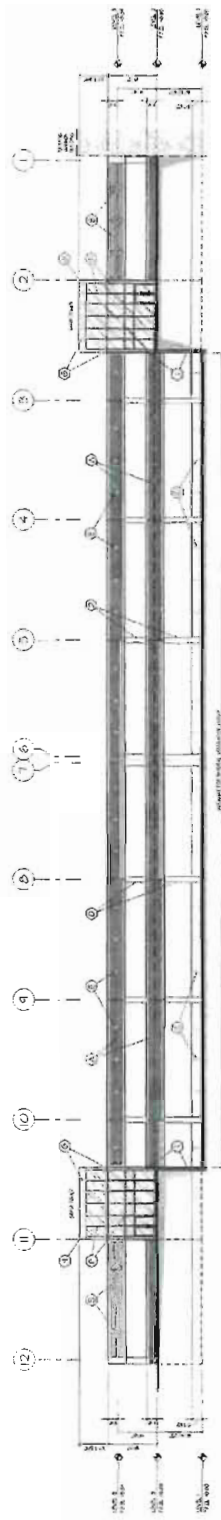
A-3 PROPOSED LEVEL 3 FLOOR PLAN
LANSING COMMUNITY COLLEGE
GANNON PARKING STRUCTURE DESIGN



EAST (GRAND AVENUE) ELEVATION
SCALE: 1/8" = 1'-0"

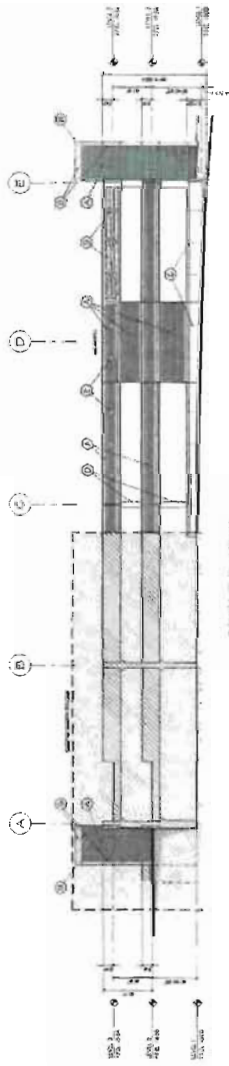


NORTH (SCHOOLCRAFT ROAD) ELEVATION
SCALE: 1/8" = 1'-0"



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

- KEY NOTES**
- 1. EXTERIOR FINISH: BRICK
 - 2. EXTERIOR FINISH: CONCRETE
 - 3. EXTERIOR FINISH: STUCCO
 - 4. EXTERIOR FINISH: METAL PANELS
 - 5. EXTERIOR FINISH: GLASS
 - 6. EXTERIOR FINISH: WOOD
 - 7. EXTERIOR FINISH: TERRAZZO
 - 8. EXTERIOR FINISH: GRANITE
 - 9. EXTERIOR FINISH: MARBLE
 - 10. EXTERIOR FINISH: SLATE
 - 11. EXTERIOR FINISH: CEMENT
 - 12. EXTERIOR FINISH: PLASTER



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

Lansing Community College Gannon Deck PHOTO LOG

PROJECT NAME: LCC Parking Decks

PROJECT NO.: 62-190259

DATE: 11/04/2019 and 01/16/2020

REPORT NO.: 001

PHOTOGRAPHER: D. Lutz

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Photo 1: Northwest corner of the property - looking southeast at Ex. Gannon Deck



Photo 2: West Property Limits - looking south from Schoolcraft and Grand

Lansing Community College Gannon Deck PHOTO LOG

PROJECT NAME: <u>LCC Parking Decks</u>	PROJECT NO.: <u>62-190259</u>
DATE: <u>11/04/2019 and 01/16/2020</u>	REPORT NO.: <u>001</u> PHOTOGRAPHER: <u>D. Lutz</u> Page <u>2</u> of <u>6</u>



Photo 3: West Property Limits - looking south from Deck Entrance



Photo 4: West Side Gannon Deck – looking south along Gannon Deck Entrance

Lansing Community College Gannon Deck PHOTO LOG

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D. Lutz

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Photo 5: Eastern Project Limits – looking south along Washington Mall/LCC Campus



Photo 6: Eastern Project Limits – looking south along Gannon Deck

Lansing Community College Gannon Deck PHOTO LOG

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Photo 7: North Property Limits – looking west along Schoolcraft



Photo 8: North Side Gannon Deck – looking west along lower level entrance drive

Lansing Community College Gannon Deck PHOTO LOG

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PHOTOGRAPHER:

D. Lutz

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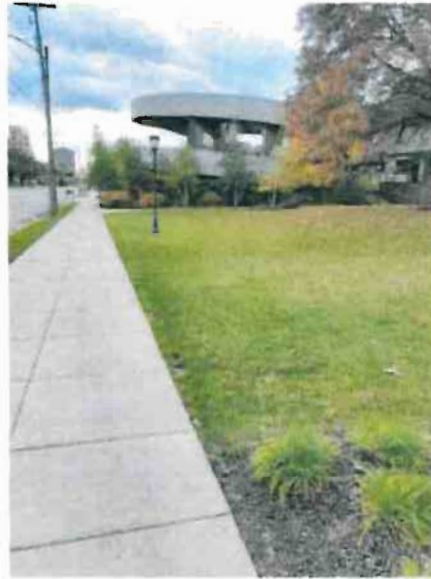


Photo 9: West Side Gannon Deck – looking south at helix exit ramp

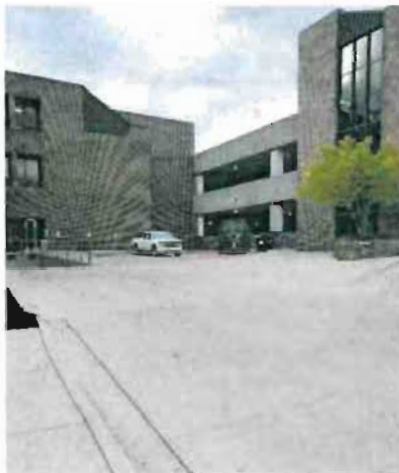


Photo 10: South Side Gannon Deck – looking northwest at structure and Gannon building

Lansing Community College Gannon Deck PHOTO LOG

PROJECT NAME: <u>LCC Parking Decks</u>	PROJECT NO.: <u>62-190259</u>
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PHOTOGRAPHER: <u>D. Lutz</u>	Page <u>6</u> of <u>6</u>

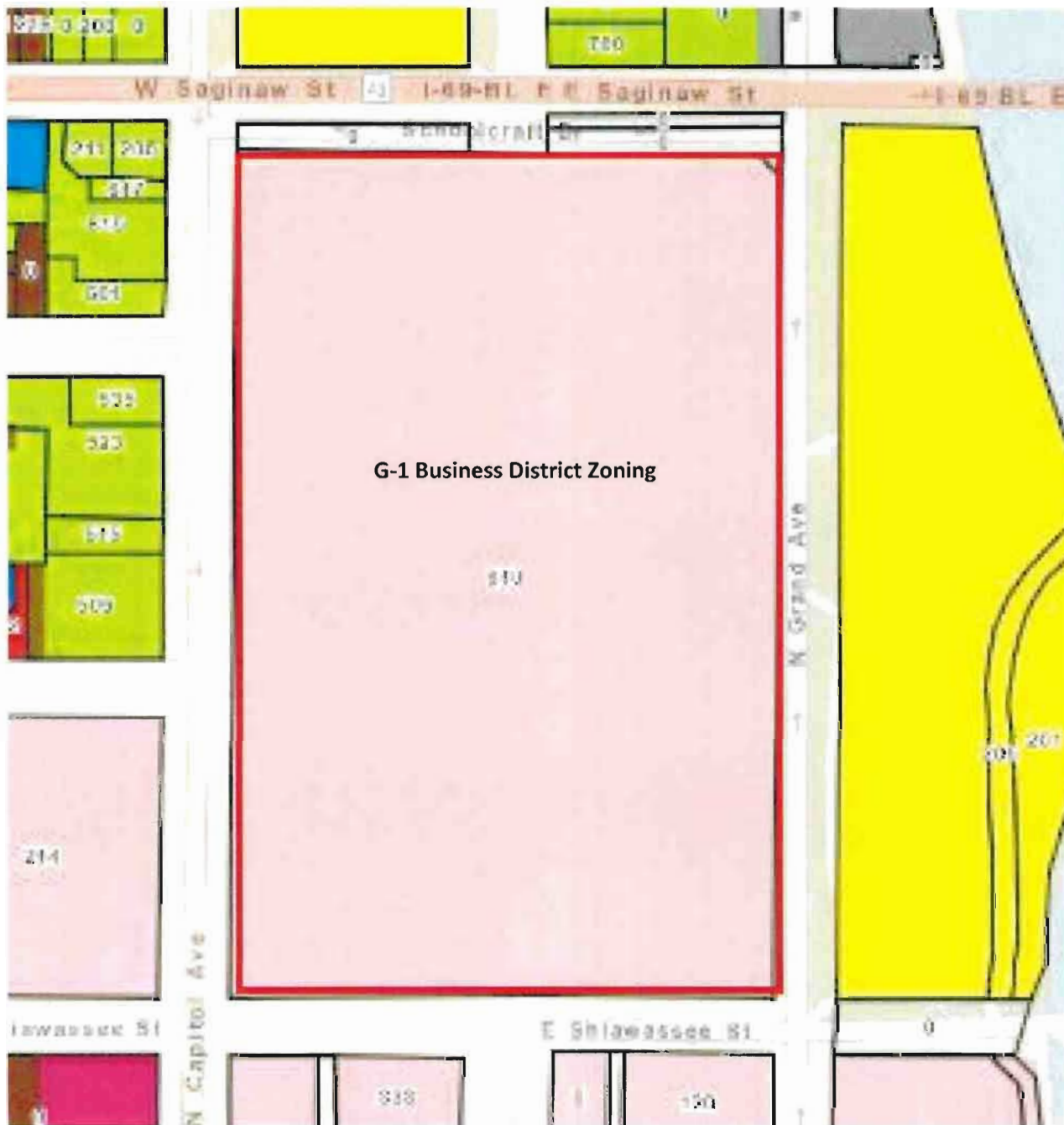


Photo 11: 1st Level Gannon Deck – looking south



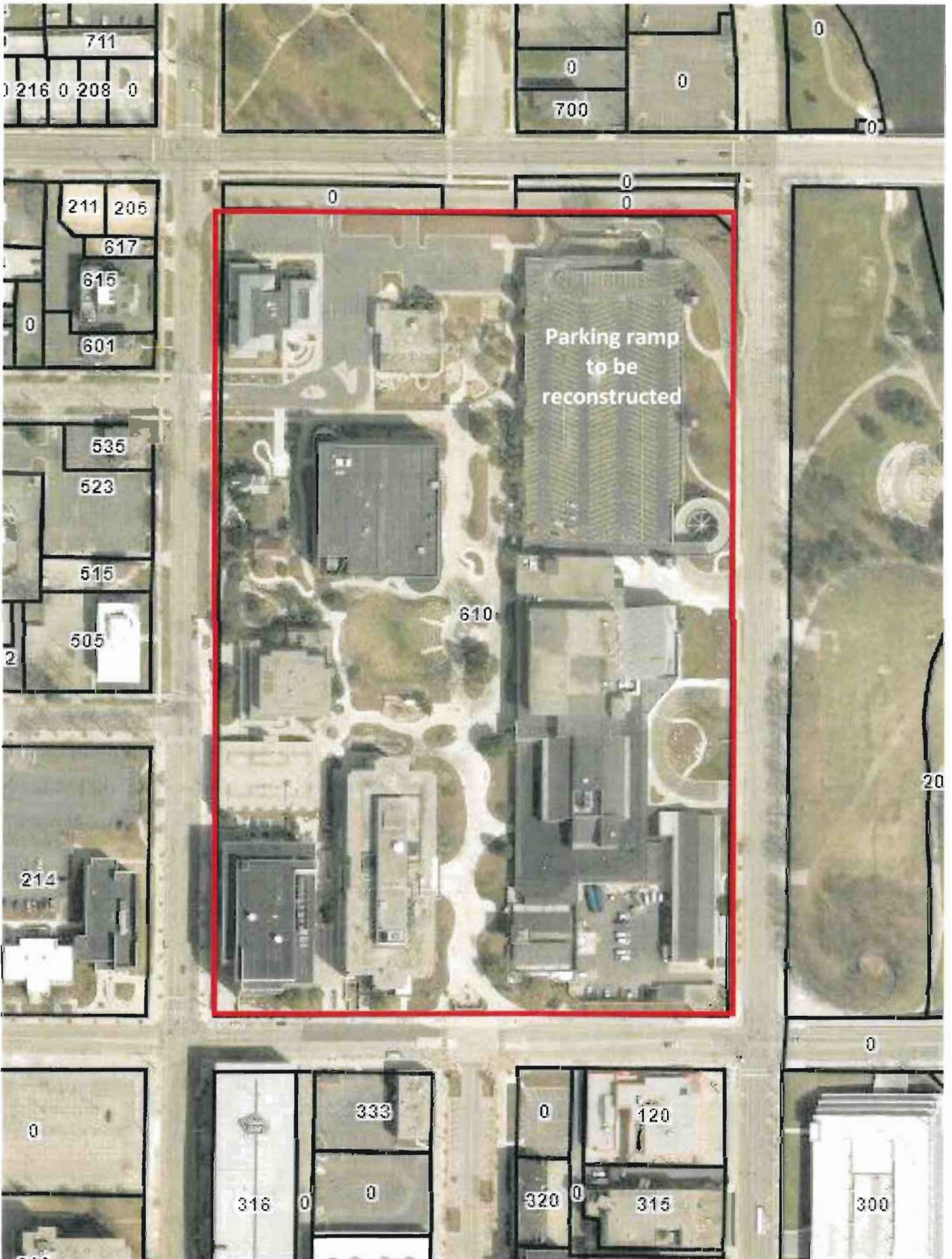
Photo 12: 3rd Level Gannon Deck – looking south

City of Lansing



Zoning District	
	A Residential-Single
	B Residential-Single
	C Residential-2 Unit
	NONE
	CUP Community Unit Plan
	D-1 Professional Office
	D-2 Residential/Office
	DM-1 Residential-Multiple
	DM-2 Residential-Multiple
	DM-3 Residential-Multiple
	DM-4 Residential-Multiple
	E-1 Apartment Shop
	E-2 Local Shopping
	F Commercial
	F-1 Commercial
	G-1 Business
	G-2 Wholesale
	H Light Industrial
	I Heavy Industrial
	J Parking
	ROW Right of Way





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

SLU-3-2020

Parking Deck in the "G-1" Business District
610 N. Capitol Avenue

WHEREAS, Lansing Community College has requested a special land use permit to allow the reconstruction of the Gannon parking deck, located on the N. Grand Avenue side of the LCC main campus at 610 N. Capitol Avenue; and

WHEREAS, the property is zoned "G-1" Business district, where parking facilities are permitted subject to obtaining a Special Land Use permit; and

WHEREAS, a review was completed by staff evaluating the character, location and impact of the proposal on the surrounding area, the environment and public services as well as its consistency with the existing zoning and land use patterns in the area and with the objectives of the Design Lansing Comprehensive Plan; and

WHEREAS, the Planning Board held a public hearing on March 3, 2020 at which several persons representing LCC spoke in favor of the request and no other comments were received; and

WHEREAS, the Planning Board, at its March 3, 2020 meeting, voted (4-1) to recommend approval of SLU-3-2020 for a special land use permit allow the reconstruction of the Gannon parking deck located on the N. Grand Avenue side of the main LCC campus at 610 N. Capitol Avenue; and

WHEREAS, the City Council held a public hearing regarding SLU-3-2020 on June 8, 2020; and

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

NOW THEREFORE BE IT RESOLVED that the Lansing City Council hereby approves SLU-3-2020 for a special land use permit to allow the reconstruction of the Gannon parking deck located on the N. Grand Avenue side of the main LCC campus at 610 N. Capitol Avenue.

BE IT FURTHER RESOLVED that this Special Land Use permit shall remain in effect only so long as the petitioner fully complies with this resolution, and if the petitioner fails to comply, the Special Land Use permit may be terminated by City Council Resolution.

BE IT FINALLY RESOLVED that in granting this request, the City Council determines the following:

1. The proposed Special Land Use will be harmonious with the character of adjacent properties and surrounding uses.
2. The proposed Special Land Use will not change the essential character of the surrounding properties.
3. The proposed Special Land Use will not interfere with the general enjoyment of adjacent properties.
4. The proposed Special Land Use does represent an improvement to the lot as it currently exists.
5. The proposed Special Land Use will not be hazardous to adjacent properties.
6. The proposed Special Land Use can be adequately served by public services and utilities.
7. The proposed Special Land Use will not place any demand on public services and facilities in excess of current capacities.
8. The proposed Special Land Use is consistent with the intent and purpose of the Zoning Code and the Design Lansing Comprehensive Plans.
9. The proposed Special Land Use will comply with the applicable Zoning Ordinance development requirements.