

Regular Meeting Of Lansing City Council

Tony Benavides Lansing City Council Chambers
David C. Hollister Lansing City Hall
124 W. Michigan Avenue, 10th Floor
Lansing, Michigan



Agenda for August 23, 2021 at 7:00 PM

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

The following items were listed on the agenda in the City Clerk's Office in accordance with Section 3-103(2) of the City Charter and will be ready for your consideration at the regular meeting of the City Council at the Tony Benavides Lansing City Council Chambers, 10th Floor, City Hall.

Mask Requirement

Face coverings are required by all Council Members, City officials and staff, and members of the public at all City Council and committee meetings. For City of Lansing COVID-19 Information, please visit www.lansingmi.gov/coronavirus

ROLL CALL

roll call

MEDITATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF PRINTED COUNCIL PROCEEDINGS

1. July 12, July 26, and August 9, 2021

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

TABLED ITEMS

SPECIAL CEREMONIES and PRESENTATIONS

2. Tribute; Recognition of Olympic Medalist Taylor Manson
3. Presentation; Apartments West (PEND-2602)
4. Presentation; Walter French (PEND-2608)
5. Presentation; Cedar Place (PEND-2611)
6. Presentation; The Porter Senior Apartments (PEND-2600)

COMMENTS BY COUNCIL MEMBERS AND CITY CLERK

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

SPEAKER REGISTRATION FOR PUBLIC COMMENT ON LEGISLATIVE MATTERS

MAYOR'S COMMENTS

SHOW CAUSE HEARINGS

7. In consideration of Orders to Make Safe or Demolish to the owners of property located at 125 E. Mt. Hope Avenue (PEND-2598)

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

SCHEDULED PUBLIC HEARINGS

8. In consideration of an Ordinance to add a new Section 888.33 for the purposes of providing for a service charge in lieu of taxes in a project known as Apartments West (PEND-2602)
9. In consideration of an Ordinance to add a new Section 888.34 for the purposes of providing for a service charge in lieu of taxes in a project known as Walter French (PEND-2608)
10. In consideration of an Ordinance to add a new Section 888.35 for the purposes of providing for a service charge in lieu of taxes in a project known as Cedar Place (PEND-2611)
11. In consideration of an Ordinance to add a new Section 884.13 for the purposes of providing for an extension of a Service Charge in Lieu Of Taxes in a project known as The Porter Senior Apartments (PEND-2600)
12. In consideration of an Ordinance amending Chapter 658 Section 658.03, to replace willful annoyance with the prohibition that no person shall threaten another person by word of mouth, gesture, or other physical action that accosts, molests, or otherwise harasses the other person (PEND-2612)

COUNCIL CONSIDERATION OF LEGISLATIVE MATTERS

REFERRAL OF PUBLIC HEARINGS

ORDINANCES FOR PASSAGE

CONSENT AGENDA

13. Appointment; Amanda Defrees as a member of the South Martin Luther King Jr. Boulevard Corridor Improvement Authority Board of Directors for a term to expire July 31, 2025 (PEND-2621)
14. Reappointment; Nancy Mahlow as the 1st Ward member of the Board of Public Service for a term to expire June 30, 2025 (PEND-2620)
15. Fee Reduction; Non-sufficient Funds (NSF) Check Fee (PEND-2619)

RESOLUTIONS FOR ACTION

16. Declaration of May 31 as the annual Amaia Alysse Edmonds Gift of Life Day in the City of Lansing to promote organ donations (PEND-2633)
17. Grant Acceptance; Financially Distressed Cities, Villages, and Townships (FDCVT) Grant (PEND-2618)
18. Tribute; Recognition of Olympic Medalist Taylor Manson

REPORTS FROM COUNCIL COMMITTEES

ORDINANCES FOR INTRODUCTION and Setting of Public Hearings

SPEAKER REGISTRATION FOR PUBLIC COMMENT ON CITY GOVERNMENT RELATED MATTERS

REPORTS OF CITY OFFICERS, BOARDS, AND COMMISSIONS; COMMUNICATIONS AND PETITIONS; AND OTHER CITY RELATED MATTERS

(Motion that all items be considered as being read in full and that the proper referrals be made by the President)

Item(s) from the City Clerk re:

19. Minutes of Boards and Commissions placed on file in the Clerk's Office
20. Fireworks Display License; Melrose Pyrotechnics Inc at Jackson National Life Stadium, 505 E Michigan Ave additional date of September 25 (PEND-2632)

Item(s) from the Mayor re:

21. Sole Source Purchase; Lansing Police Department request to use All City Management Services as the vendor for School Crossing Guard Services
22. Setting a Public Hearing in consideration of an Ordinance to add Chapter 256 to create the Diversity, Equity, and Inclusion (DEI) Advisory Board (PEND-2636)
23. Grant Acceptance; STOP Violence Against Women Grant - 2022 (PEND-2628)
24. Setting a Show Cause Hearing in consideration of Orders to Make Safe or Demolish to the owners of property located at 4511 S. Martin Luther King, Jr. Blvd. (PEND-2630)
25. OOrders to Make Safe or Demolish to the owners of property located at 4511 S. Martin Luther King, Jr. Blvd. (PEND-2631)
26. Grant Acceptance; US Department of Housing and Urban Development Continuum of Care (PEND-2629)

Communications and Petitions

27. Claim Appeal; Claim #1851, Jonna Stellwag for \$640.50 in Trash Removal fees at 1532 Illinois Ave. (PEND-2635)
28. Affidavit of Disclosure; Willard K. Walker, Human Relations and Community Services Department

MOTION OF EXCUSED ABSENCE

REMARKS BY COUNCIL MEMBERS

REMARKS BY THE MAYOR OR EXECUTIVE ASSISTANT

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

comment sheets

ADJOURNMENT

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

Chris Swope, City Clerk

Persons with disabilities who need an accommodation to fully participate in this meeting should contact the City Clerk's Office at (517) 483-4131 (TTY 711). 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation request.

LANSING CITY COUNCIL MEETING

DATE & TIME: 08/23/21-7:00 PM

Starting Time 7pm

REGULAR MEETING: X

SPECIAL MEETING:

ATTENDANCE

COUNCIL MEMBER	PRESENT	ABSENT	ARRIVED
BETZ	☐	☒	_____
DUNBAR	☒	☐	_____
GARZA	☐	☒	_____
HUSSAIN	☒	☐	_____
JACKSON	☒	☐	_____
SPADAFORE	☒	☐	_____
SPITZLEY	☒	☐	_____
WOOD	☒	☐	_____

MEDITATION IN MEMORY OF: _____

PLEDGE LED BY: _____

Adjournment Time _____

CHRIS SWOPE
LANSING CITY CLERK

THIS ITEM NOT AVAILABLE AT TIME OF PRINT

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

WHEREAS, the Lansing Code Enforcement Manager has declared the building at 125 E. Mt. Hope Avenue, Parcel # 33-01-01-21-455-025, legally described as the South 95 feet of Lot 13, Reo Park Addition, City of Lansing, to be an unsafe and dangerous building and has requested that the owner of the property be ordered to demolish or otherwise make the building safe; and

WHEREAS, the Code Enforcement Manager ordered the property to be red tagged on 06/07/2020; and

WHEREAS, on May 27, 2021 the Lansing Demolition Board held a special meeting to consider and make a recommendation on whether to declare the building dangerous, as defined in the housing laws of the State of Michigan (MCLA 125.539) and the Lansing Housing and Premises Code (1460.09) and to order the property owner to make safe or demolish the building; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby schedules a show cause hearing for Monday, <<FutureHearingDate>> at 7:00 p.m. in the Lansing City Council Chambers, 10th Floor City Hall, 124 W. Michigan, Lansing, Michigan to consider the finding and order of the Lansing Demolition Board hearing officers regarding the building at 125 E. Mt. Hope to give the owner, or the owner's agent, the opportunity to appear and show cause as to why the building should not be demolished or otherwise required to be made safe as recommended by the Lansing Demolition Board.

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

125 E MT. HOPE AVE.

- Original Red Tag Date

- 6/07/2020

- Submitted Into Make Safe Or Demolish Process

- 4/09/2021

- Property Vacant/Repairs Exceed Building SEV

- Property vacant more than 180 days
 - Repairs exceed building SEV

- Title Information

- QUINONES, PAUBLA

125 E. MT. HOPE AVE.

Property Value Information

- SEV

- \$29,700.00 (*as of 7/16/2021*)

- Structure

- \$55,850.00 (*as of 7/16/21*)

- Land

- \$3,596.00 (*as of 7/16/21*)

- Estimate of Repairs

- \$195,000.00

125 E. MT. HOPE AVE.

Housing Code Correction Letters

- Code Compliance Inspection Date

- 06/07/2020

- Code Compliance Letter Written

- 06/07/2020

- Code Compliance Due Date

- 10/08/2020

125 E. MT. HOPE AVE.

Demolition Board Actions

- Demolition Board Show Cause Hearings

- 05/27/2021

- Order by Demolition Board

- MS or D by 6/27/2021

- Request Sent To City Council for Show Cause Hearing

- 7/16/2021

125 E. MT. HOPE AVE.

City Council Actions

- Show Cause Hearing Held
 - 00/00/00
- Public Safety Committee Meeting
 - 00/00/00
- Resolution passed by City Council
- Extension Requested By Owner

125 E. MT. HOPE AVE.

General Comments

- 100 % FIRE DAMAGED NO RESPONSE FROM OWNER NO PERMIT ACTIVITY.

RECOMMENDATIONS

● FOR NEW CASES:

- Recommend time frame for MS or D. This requires a resolution be passed by City Council –
 - 60 days for regular demolitions
 - 30 days for fire-damaged demolitions
- Table case – Stays at PS Committee level for future review.

● FOR EXTENSION REQUESTS:

- Grant extension if requested. Requires new resolution be passed by City Council.
- Deny extension requested. Case will proceed in demo process and be sent out to bid for demolition.

● FOR TABLED CASES:

- Recommend time frame for MS or D. This requires a resolution be passed by City Council –
 - 60 days for regular demolitions
 - 30 days for fire-damaged demolitions
- Return case to table – Stays at PS Committee level for future review.

**CITY OF LANSING - DEMOLITION BOARD
REPORT FOR CITY COUNCIL
CASE OVERVIEW SHEET**

ADDRESS:	125 E. MT. HOPE AVE
PARCEL NUMBER:	33-01-01-21-455-028

SHOW CAUSE HEARING DATE:	5/27/201
DEMOLITION CASE FILE #:	2021-D007

LISTED TAXPAYER:	QUINONES, PAUBLA
INTERESTED PARTIES:	
SEV INFORMATION:	\$28,200.00
LAND VALUE:	\$3,596.00
BUILDING VALUE:	\$53,466.00
LOT SIZE:	FRONTAGE 33 DEPTH 95

HOUSING CODE VIOLATION LTR:	6/7/2020
ORIGINAL RED TAG DATE:	6/7/2020
ZONING:	
ESTIMATE OF REPAIRS:	
PICTURES:	
OTHER:	

LEGAL DESCRIPTION:	S 95 FT LOT 13 REO PARK ADD
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ORDER OF DEMOLITION BOARD

DEMOLITION BOARD MEETING DATE:	5/27/2021
ORDER:	MAKE SAFE OR DEMOLISH BY 6/27/2021
REASON/CONDITIONS:	
HEARING OFFICER:	DAVE MUYLLE

CURRENT PERMIT ACTIVITY

BUILDING:	Required, not yet pulled
ELECTRICAL:	Required, not yet pulled
MECHANICAL:	Required, not yet pulled
PLUMBING:	Required, not yet pulled
DEMOLITION:	na

CURRENT CITY COUNCIL ACTIVITY

REQUEST FOR SHOW CAUSE SENT:	
SHOW CAUSE HEARING DATE:	
PUBLIC SAFETY COMMITTEE WILL REVIEW:	







125 E Mt Hope Ave, Lansing, MI 48910-9137

Notice of Foreclosure by Advertisement. Notice is given under section 3212 of the revised judicature act of 1961, 1961 PA 236, MCL 600.3212, that the following mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at a public auction sale to the highest bidder for cash or cashier's check at the place of holding the circuit court in Ingham County, starting promptly at 10:00 AM, on January 14, 2021. The amount due on the mortgage may be greater on the day of the sale. Placing the highest bid at the sale does not automatically entitle the purchaser to free and clear ownership of the property. A potential purchaser is encouraged to contact the county register of deeds office or a title insurance company, either of which may charge a fee for this information. MORTGAGE: Mortgagor(s): Paubla Quinones, a single woman Original Mortgagee: Independent Mortgage Co South MI Date of mortgage: March 31, 2006 Recorded on April 17, 2006, Liber 3214, on Page 24, Foreclosing Assignee (if any): Michigan State Housing Development Authority Amount claimed to be due at the date hereof: Forty Thousand Six Hundred Thirty-Eight and 36/100 Dollars (\$40,638.36) Mortgaged premises: Situated in Ingham County, and described as: The South 95 feet of Lot 13, Reo Park Addition, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof recorded in Liber 4 of Plats, Page 13, Ingham County Records. Commonly known as 125 E Mt Hope Ave, Lansing, MI 48910 The redemption period will be 6 months from the date of such sale, unless abandoned under MCL 125.1449v, in which case the redemption period shall be 30 days from the date of such sale, or 15 days from the MCL 125.1449v(b) notice, whichever is later, or unless extinguished pursuant to MCL 600.3238. Attention homeowner: If you are a military service member on active duty, if your period of active duty has concluded less than 90 days ago, or if you have been ordered to active duty, please contact the attorney for the party foreclosing the mortgage at the telephone number stated in this notice. Michigan State Housing Development Authority Mortgagee/Assignee Schneiderman & Sherman P.C. 23938 Research Dr, Suite 300 Farmington Hills, MI 48335 248.539.7400 1425781 (12-03)(12-24)

03.22.2021







CITY OF LANSING DEMOLITION HEARING BOARD	ORDER TO MAKE SAFE, DEMOLISH OR MAINTAIN BUILDING OR STRUCTURE	FILE NO. 2021-D007
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Matter of the building/structure at 125 E MT. HOPE AVE which is a ☒ dwelling ☐ garage ☐ other

1. Date of hearing: May 27, 2021 Hearing Officers: DAVE MUYLLE , JOSEPH VITALE
2. Scott Sanford, Code Compliance MANAGER of the City of Lansing, has filed a copy of a notice that the subject building/structure is dangerous. The copy of the notice is attached.

THE HEARING OFFICER FINDS THAT:

3. Notice of this hearing was properly served on the
☐ rental registration owner(s)
☒ Owner's or party in interest on City tax assessment record
4. The building/structure ☒ is ☐ is not a dangerous building as defined in MCL 125.539, specifically (see attached)
5. ☒ The building/structure has remained unoccupied for 180 consecutive days or more and is not listed for sale, lease or rent with a licensed real estate broker.
6. ☐ The building/structure has been substantially destroyed by ☐ fire ☐ wind ☐ flood
☐ other:
7. The state equalized value of the building/structure is \$28,500.00
8. The cost to repair the building or structure to make it safe is \$195,000.00
9. The real estate is described as follows:

Parcel Number: 33 01 01 21 455 028

S 95 FT LOT 13 REO PARK ADD, City of Lansing

IT IS ORDERED THAT:

10. ☐ The matter is closed.
- ☒ The building/structure shall be made safe or demolished on or before 6/27/21
- ☐ The case be tabled until _____.
- ☐ The building or structure shall be demolished on or before _____ if not made safe as ordered herein.
- ☐ (If finding #5 is made) The exterior of the building shall be maintained, including
☐ lawns, trees and shrubs ☐ paint on structure ☐ other _____ on or before _____.

Date

5/27/21

Hearing Officer

David L. Mylle

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, August 23, 2021 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

An Ordinance of the City of Lansing, Michigan, to amend the Code of ordinances of the City of Lansing by adding a new Section 888.33 for the purposes of providing for a service charge in lieu of taxes for seventy-five (75) low income multi-family dwelling units in a project known as Apartments West, pursuant to the provisions of the State Housing Development Authority Act of 1966, as amended.

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

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

1 **ORDINANCE NO. _____**

2

3 AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND THE CODE

4 OF ORDINANCES OF THE CITY OF LANSING BY ADDING A NEW SECTION 888.32 FOR

5 THE PURPOSES OF PROVIDING FOR A SERVICE CHARGE IN LIEU OF TAXES FOR

6 SEVENTY-FIVE (75) LOW INCOME MULTI-FAMILY DWELLING UNITS IN A PROJECT

7 KNOWN AS WEST SCHOOL APARTMENTS, PURSUANT TO THE PROVISIONS OF THE

8 STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966, (BEING PUBLIC ACT 346

9 OF 1966, AS AMENDED [MCL 125.1401, ET SEQ.]) (THE "ACT").

10 THE CITY OF LANSING ORDAINS:

11 SECTION 1. That Chapter 888 of the Code of Ordinances of the City of Lansing,

12 Michigan be amended to add a new Section _____ to read as follows:

13 _____

14 (A) *PURPOSE.* IT IS ACKNOWLEDGED THAT IT IS A PROPER PUBLIC PURPOSE OF

15 THE STATE AND ITS POLITICAL SUBDIVISIONS TO PROVIDE HOUSING FOR ITS

16 RESIDENTS OF LOW AND MODERATE INCOME AND TO ENCOURAGE THE

17 DEVELOPMENT OF SUCH HOUSING BY PROVIDING FOR A SERVICE CHARGE IN

18 LIEU OF PROPERTY TAXES IN ACCORDANCE WITH THE STATE HOUSING

19 DEVELOPMENT AUTHORITY ACT OF 1966, BEING PUBLIC ACT 346 OF 1966, AS

20 AMENDED [MCL 125.1401, ET SEQ.]. THE CITY IS AUTHORIZED BY SUCH ACT TO

21 ESTABLISH OR CHANGE THE SERVICE CHARGE TO BE PAID IN LIEU OF TAXES

22 BY ANY OR ALL CLASSES OF HOUSING EXEMPT FROM TAXATION UNDER SUCH

23 ACT AT ANY AMOUNT IT CHOOSES, NOT TO EXCEED THE TAXES THAT WOULD

24 BE PAID BUT FOR THIS ACT. IT IS FURTHER ACKNOWLEDGED THAT SUCH

1 HOUSING FOR PERSONS OF LOW AND MODERATE INCOME IS A PUBLIC
2 NECESSITY, AND AS THE CITY WILL BE BENEFITED AND IMPROVED BY SUCH
3 HOUSING, THE ENCOURAGEMENT OF THE SAME BY PROVIDING CERTAIN
4 REAL ESTATE TAX EXEMPTION FOR SUCH HOUSING IS A VALID PUBLIC
5 PURPOSE.

6 (B) *DEFINITIONS.*

7 (1) "*ACT*" MEANS THE STATE HOUSING DEVELOPMENT AUTHORITY ACT,
8 BEING PUBLIC ACT 346 OF 1966, AS AMENDED.

9 (2) "*ANNUAL SHELTER RENTS*" MEANS THE TOTAL COLLECTIONS DURING AN
10 AGREED ANNUAL PERIOD FROM ALL PERSONS OF LOW OR MODERATE
11 INCOME, OCCUPYING THE HOUSING DEVELOPMENT REPRESENTING
12 RENTS FOR OCCUPANCY, WHICH RENTAL AMOUNTS SHALL BE EXCLUSIVE
13 OF CHARGES FOR GAS, ELECTRICITY, HEAT OR OTHER UTILITIES
14 FURNISHED TO THE OCCUPANTS.

15 (3) "*AUTHORITY*" MEANS THE MICHIGAN STATE HOUSING DEVELOPMENT
16 AUTHORITY.

17 (4) "*HOUSING DEVELOPMENT* " OR " *DEVELOPMENT*" MEANS A DEVELOPMENT
18 WHICH CONTAINS A SIGNIFICANT ELEMENT OF HOUSING FOR PERSONS OF
19 LOW AND MODERATE INCOME AND SUCH ELEMENTS OF OTHER HOUSING,
20 COMMERCIAL, RECREATIONAL, INDUSTRIAL, COMMUNAL AND
21 EDUCATIONAL FACILITIES AS THE AUTHORITY MAY DETERMINE WILL
22 IMPROVE THE QUALITY OF THE DEVELOPMENT AS IT RELATES TO

1 HOUSING FOR PERSONS OF LOW AND MODERATE INCOME. FOR THE
2 PURPOSE OF THIS SECTION, THE NAME OF THIS DEVELOPMENT IS WEST
3 SCHOOL APARTMENTS, AND CONSISTS OF SEVENTY-FIVE (75) UNITS OF
4 RENTAL HOUSING LOCATED WITHIN LANSING AT:

5 THAT PART OF ASSESSOR'S BLOCK 140 ORIG PLAT

6 (5) "*HUD*" MEANS THE DEPARTMENT OF HOUSING AND URBAN
7 DEVELOPMENT OF THE UNITED STATES GOVERNMENT.

8 (6) "*LOW INCOME HOUSING TAX CREDIT PROGRAM*" MEANS THE PROGRAM
9 ESTABLISHED BY SECTION 42 OF THE UNITED STATES INTERNAL REVENUE
10 CODE.

11 (7) "*LOW OR MODERATE INCOME*" MEANS LOW OR MODERATE INCOME
12 ELIGIBILITY UNDER THE AUTHORITY ACT OR RULES.

13 (8) "*MORTGAGE LOAN*" MEANS A LOAN THAT IS FEDERALLY-AIDED (AS
14 DEFINED IN SECTION 11 OF THE ACT) OR A LOAN OR GRANT MADE OR TO
15 BE MADE BY THE AUTHORITY TO THE SPONSOR FOR THE CONSTRUCTION,
16 REHABILITATION, ACQUISITION AND/OR PERMANENT FINANCING OF A
17 HOUSING PROJECT AND SECURED BY A MORTGAGE ON THE HOUSING
18 PROJECT.

19 (9) "*SPONSOR*" MEANS A PERSON OR OTHER ENTITY WITH A HOUSING
20 DEVELOPMENT WHICH IS FINANCED OR ASSISTED PURSUANT TO THE ACT.
21 FOR PURPOSES OF THIS SECTION, THE SPONSOR OF WEST SCHOOL

1 APARTMENTS IS GCDS WEST SCHOOL LIMITED DIVIDEND HOUSING
2 ASSOCIATION, LLC, OR ITS SUCCESSORS OR ASSIGNS.

3 (10) "UTILITIES" MEANS FUEL, WATER, SANITARY SEWER AND/OR ELECTRICAL
4 SERVICE, WHICH IS PAID FOR BY THE HOUSING DEVELOPMENT.

5 (C) *ESTABLISHMENT OF ANNUAL SERVICE CHARGE.*

6 (1) THE CITY ACKNOWLEDGES THAT THE SPONSOR AND THE AUTHORITY
7 HAVE ESTABLISHED THE ECONOMIC FEASIBILITY OF WEST SCHOOL
8 APARTMENTS IN RELIANCE UPON THE ENACTMENT AND CONTINUING
9 EFFECT OF THIS SECTION AND UPON THE QUALIFICATION OF THE
10 SEVENTY-FIVE (75) UNITS OF HOUSING IN THE HOUSING DEVELOPMENT
11 FOR EXEMPTION FROM ALL PROPERTY TAXES AS ESTABLISHED IN THIS
12 SECTION.

13 (2) SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THIS SECTION AND
14 THE ACT, THE SEVENTY-FIVE (75) UNITS IN THE HOUSING DEVELOPMENT
15 FOR PERSONS OF LOW AND MODERATE INCOME IDENTIFIED AS WEST
16 SCHOOL APARTMENTS AND THE PROPERTY ON WHICH THEY ARE
17 CONSTRUCTED SHALL BE EXEMPT FROM ALL PROPERTY TAXES FOR NOT
18 MORE THAN FORTY (40) YEARS, COMMENCING WITH THE ACQUISITION OF
19 THE PROPERTY BY SPONSOR.

20 (3) IN LIEU OF ALL SAID PROPERTY TAXES ON THE SEVENTY-FIVE (75) UNITS
21 IN THE HOUSING DEVELOPMENT, THE SPONSOR SHALL PAY, AND THE CITY

1 WILL ACCEPT, AN ANNUAL SERVICE CHARGE FOR PUBLIC SERVICES IN
2 THE SUM EQUAL TO FOUR PERCENT (4%) OF THE ANNUAL SHELTER RENTS.

3 (4) THE EXEMPTION PROVIDED UNDER THIS SECTION SHALL COMMENCE
4 WHEN THE SPONSOR COMPLIES WITH SECTION 15A(1) OF 1966 PA 346, AS
5 AMENDED, CODIFIED AS MCL 125.1415a(1), WHICH PROVIDES: THE OWNER
6 OF A HOUSING PROJECT ELIGIBLE FOR THE EXEMPTION SHALL FILE WITH
7 THE LOCAL ASSESSING OFFICER (THE CITY ASSESSOR) A NOTIFICATION OF
8 THE EXEMPTION, WHICH SHALL BE IN AN AFFIDAVIT FORM AS PROVIDED
9 BY THE AUTHORITY. THE COMPLETED AFFIDAVIT FORM FIRST SHALL BE
10 SUBMITTED TO THE AUTHORITY FOR CERTIFICATION BY THE AUTHORITY
11 THAT THE PROJECT IS ELIGIBLE FOR THE EXEMPTION. THE OWNER THEN
12 SHALL FILE OR CAUSE TO BE FILED THE CERTIFIED NOTIFICATION OF THE
13 EXEMPTION WITH THE LOCAL ASSESSING OFFICER BEFORE NOVEMBER 1
14 OF THE YEAR PRECEDING THE TAX YEAR IN WHICH THE EXEMPTION IS TO
15 BEGIN.

16 (5) IN ADDITION TO THE CERTIFICATION REQUIRED PURSUANT TO
17 SUBSECTION (C)(4), THE SPONSOR SHALL PROVIDE FOR THE HOUSING
18 DEVELOPMENT ANNUALLY IN WRITING TO THE CITY ASSESSOR FOR THE
19 PRECEDING YEAR IN WHICH THE PROPERTY TAX EXEMPTION WAS IN
20 EFFECT:

21 A. THE ANNUAL AUDITED ACCOUNTING REPORT FOR THE PAYMENT IN
22 LIEU OF TAXES; AND

1 B. A CERTIFIED STATEMENT IDENTIFYING ALL THE UNITS RENTED TO
2 PERSONS OF LOW OR MODERATE INCOME; AND

3 C. IF REQUESTED BY THE CITY, PROOF THAT THE HOUSING
4 DEVELOPMENT UNITS HAVE NOT INCREASED, DECREASED, OR BEEN
5 ALTERED IN ANY FORM, UNLESS THE CITY HAS OTHERWISE AMENDED
6 THE PROVISIONS OF THIS SECTION; AND

7 (D) *LIMITATION ON THE PAYMENT OF THE ANNUAL SERVICE CHARGE.*

8 NOTWITHSTANDING SUBSECTION (C), THE SERVICE CHARGE TO BE PAID EACH
9 YEAR IN LIEU OF TAXES FOR THE PART OF THE HOUSING DEVELOPMENT
10 PROJECT THAT IS TAX EXEMPT AND OCCUPIED BY OTHER THAN LOW OR
11 MODERATE INCOME PERSONS SHALL BE EQUAL TO THE FULL AMOUNT OF
12 THE TAXES THAT WOULD OTHERWISE BE DUE AND PAYABLE ON THAT
13 PORTION OF THE HOUSING DEVELOPMENT PROJECT IF THE PROJECT WERE
14 NOT TAX EXEMPT.

15 (E) *PAYMENT OF ANNUAL SERVICE CHARGE.* THE SERVICE CHARGE IN LIEU OF
16 TAXES, AS ESTABLISHED UNDER THIS SECTION, SHALL BE PAYABLE IN THE
17 SAME MANNER AS GENERAL PROPERTY TAXES ARE PAYABLE TO THE CITY,
18 EXCEPT THAT THE ANNUAL PAYMENT SHALL BE MADE ON OR BEFORE JULY
19 1 OF THE YEAR FOLLOWING THE YEAR UPON WHICH SUCH CHARGE IS
20 CALCULATED. COLLECTION PROCEDURES SHALL BE IN ACCORDANCE WITH
21 THE PROVISIONS OF THE GENERAL PROPERTY TAX ACT (1893 PA 206 AS
22 AMENDED; MCL 211.1 ET.SEQ.)

1 (F) *CONTRACTUAL EFFECT*. NOTWITHSTANDING THE PROVISIONS OF SECTION
2 15(A)(5) OF THE ACT TO THE CONTRARY, A CONTRACT BETWEEN THE CITY
3 AND THE SPONSOR WITH THE AUTHORITY AS THIRD-PARTY BENEFICIARY
4 UNDER THE CONTRACT, TO PROVIDE TAX EXEMPTION AND ACCEPT PAYMENT
5 IN LIEU OF TAXES AS PREVIOUSLY DESCRIBED, IS EFFECTUATED BY THE
6 ENACTMENT OF THIS SECTION.

7 (G) *DURATION*. THIS SECTION SHALL REMAIN IN EFFECT AND SHALL NOT
8 TERMINATE FOR FORTY (40) YEARS, COMMENCING WITH THE ACQUISITION OF
9 THE PROPERTY BY THE SPONSOR, PROVIDED THAT THE SPONSOR COMPLIES
10 WITH THE REQUIREMENTS OF THE ACT AND THIS SECTION, AND FURTHER
11 PROVIDED THAT THE HOUSING DEVELOPMENT CONTINUES TO BE RENTED TO
12 LOW OR MODERATE INCOME PERSONS AT RENTS DETERMINED UNDER THE
13 LOW INCOME HOUSING TAX CREDIT PROGRAM, AS THE SAME MAYBE
14 FURTHER AMENDED OR SUPERSEDED, OR THERE IS AN AUTHORITY-AIDED OR
15 FEDERALLY-AIDED MORTGAGE ON THE HOUSING DEVELOPMENT AS
16 PROVIDED IN THE ACT, OR THE AUTHORITY OR HUD HAS AN INTEREST IN THE
17 PROPERTY; BUT IN NO EVENT BEYOND DECEMBER 31, 2062. IF THE SPONSOR
18 CHANGES THE SCOPE OR PURPOSE OF THE SEVENTY-FIVE (75) UNITS OF
19 HOUSING WITHIN THE DEVELOPMENT WITHOUT THE CONSENT OF THE CITY
20 OF LANSING, BY AND THROUGH ITS REPRESENTATIVES, AND IN ACCORDANCE
21 WITH THE REQUIREMENTS OF THE LANSING CITY CHARTER, AND THE
22 SPONSOR OR OTHER RESPONSIBLE PARTY DOES NOT CURE THE VIOLATION
23 AFTER NOTICE IS GIVEN AS PROVIDED IN THE MANNER CONSISTENT WITH

1 THE METHOD CONTAINED IN SECTION 206.18(b) OF THESE CODIFIED
2 ORDINANCES, THEN THIS SECTION SHALL AUTOMATICALLY EXPIRE AND BE
3 OF NO EFFECT. IF (A) THE REHABILITATION OF THE HOUSING DEVELOPMENT
4 PROJECT DOES NOT COMMENCE OR THE SPONSORS FAIL TO OBTAIN A
5 MORTGAGE LOAN WITHIN TWO (2) YEARS FROM THE EFFECTIVE DATE OF THIS
6 AGREEMENT, OR (B) IF TRANSFER OF TITLE IS NOT EFFECTUATED TO THE
7 GCDS WEST SCHOOL LIMITED DIVIDEND HOUSING ASSOCIATION, LLC WITHIN
8 TWO (2) YEARS FROM THE EFFECTIVE DATE OF THIS AGREEMENT OR (C) IF THE
9 SPONSORS CHANGE THE SCOPE OR PURPOSE OF THE HOUSING DEVELOPMENT
10 PROJECT WITHOUT THE CONSENT OF THE CITY, BY AND THROUGH ITS
11 REPRESENTATIVES, AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE
12 LAW, THIS AGREEMENT SHALL AUTOMATICALLY EXPIRE, TERMINATE AND
13 BE OF NO FURTHER EFFECT.

14 SECTION 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules
15 inconsistent with the provisions hereof are hereby repealed at the time this exemption commences.

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

19 SECTION 4. This Ordinance shall take effect on the 30th day after enactment unless given
20 immediate effect by the City Council.

21
22 CITY OF LANSING, a municipal corporation
23
24

25 By: _____

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Andy Schor, Mayor

By: _____
Chris Swope, City Clerk

Approved as to form:

James D. Smiertka, City Attorney
Dated: _____

Department of Economic
Development and Planning
Brian McGrain, Director



Andy Schor, Mayor

Development Office
316 N. Capitol Avenue, Suite D-1
Lansing, Michigan 48933
PH: 517.483.4040 – FAX: 517.483.6036
www.lansingmi.gov/development

MEMORANDUM

TO: Mayor Schor

FROM: Barbara Kimmel, Interim Development Manager

DATE: 7.19.21

SUBJECT: PILOT Ordinance for Apartments West

In July of 2021, Economic Development and Planning (ED&P) received an application for Payment In Lieu of Taxes (PILOT) from General Capital Development LLC. Some supporting documentation for this PILOT application is missing, and will be provided post haste.

Request and description of project: The request for a site specific PILOT ordinance is submitted by General Capital Development LLC. The request is for a 40-year 4% PILOT for property located at 519 W. Kalamazoo (TPN 33-01-01-16-353-001). This project proposes the conversion of a 10,000 sq. ft. vacant school into 75 affordable senior housing units, including 5 barrier free units. The project will be submitted for Low Income Housing Tax Credit award in October 2021. Construction will be completed in January of 2024.

Project Financing: This project consists of conversion of an existing vacant school building into 75 units of senior affordable housing. It will be competing for Low Income Housing Tax Credits to be awarded by MSHDA. If approved for tax credits, the basic criteria will be met in order to be considered for a 4% PILOT. The Owner anticipates permanently financing the project using Low Income Housing Tax Credit Equity of a 9% at \$13,498.650 along with a conventional mortgage in the amount of \$4,376,321 for a total investment of \$17,874,971.00

The draft PILOT Ordinance is attached along with the Prevailing Wage agreement and a Resolution for Setting a Public Hearing.

THE DED&P NOW ASKS THE MAYOR TO FORWARD THE ATTACHED PILOT ORDINANCE TO CITY COUNCIL FOR TIMELY PLACEMENT ON THE CITY COUNCIL AGENDA FOR THE SCHEDULED MEETING ON JULY 26, 2021.

GENERAL INFORMATION

APPLICANT: (Sponsor/Developer)	General Capital Development, LLC 6938 N. Santa Monica Blvd. Fox Point, WI 53218
OWNERSHIP ENTITY:	GC-CCA West School LDHA, LLC
STATUS OF APPLICANT:	Newly formed ownership entity
REQUESTED PILOT:	4% of rents received (less utilities) as payment in lieu of taxes
REQUESTED TERM OF PILOT:	40 years
EXISTING LAND USE:	Lansing School District, vacant school
EXISTING ZONING:	DT-3 Urban Core
PROPERTY SIZE & SHAPE:	Rectangular 3 acre site
SURROUNDING LAND USE:	N: Park S: Residential E: Multi-Family Residential, Office W: Office
SURROUNDING ZONING:	N: DT-3 Urban Core S: DT-1 Urban Edge E: DT-3 Urban Core W: DT-3 Urban Core

PROJECT ANALYSIS

Request and description of project: The request for a site specific PILOT ordinance is submitted by General Capital Development, LLC. The request is for a 40-year 4% PILOT for property located at 519 W. Kalamazoo (TPN 33-01-01-16-353-001). The Apartments West is a new project that includes conversion of a 10,000 sq. ft. vacant school into senior apartments. The completed project will contain a total of 52 1-bedroom units and 23 2-bedroom units designated as affordable housing, and will include 5 barrier-free units. The project will be submitted for Low Income Housing Tax Credit award in October 2021. Construction will be completed January 1, 2024.

Project Financing: This project consists of conversion of an existing vacant school building into 75 units of senior affordable housing. It will be competing for Low Income Housing Tax Credits

to be awarded by MSHDA. If approved for tax credits, the basic criteria will be met in order to be considered for a 4% PILOT. The Owner anticipates permanently financing the project using Low Income Housing Tax Credit Equity of a 9% at \$13,498.650 along with a conventional mortgage in the amount of \$4,376,321 for a total investment of \$17,874,971.00

FINANCIAL ANALYSIS

The financial analysis from the Assessor's Office is forthcoming.

RECOMMENDATION

Staff recommends adoption of the PILOT ordinance based on the following:

The project is consistent with the City's Form-Based Zoning Code. Significant interior and exterior conversion will take place to create 75 affordable senior housing units including 5 barrier free units. The development may also provide community spaces for local partners and schools. It eliminates environmental and community risk of continuing to leave the building vacant. A 4% PILOT allows the property to operate at a level which can support the debt required to fund the conversion of this building.

July __, 2021

GC-CCA WEST SCHOOL LDHA, LLC ("Owner")

Attn:

Re: Prevailing Wage ("Davis-Bacon") Determination for APARTMENTS WEST
(the "Development")

To Whom it May Concern:

City of Lansing policy requires the enforcement of the Davis-Bacon Act and other federal labor standards and requirements with respect to all housing developments receiving a benefit from the City of Lansing. The City of Lansing has agreed to grant tax exempt status to the Development and to accept a payment in lieu of taxes pursuant to the contract between the City of Lansing and the Owner. The Davis-Bacon Act requires the Owner and the Contractor to agree to pay prevailing wages to all laborers and mechanics providing work at the Development, and to certify the payment of those prevailing wage rates. The applicable Davis-Bacon prevailing wage determinations for this Development are as set forth in Exhibit A to this letter. The Federal Labor Standards provisions are also attached to this letter.

July __, 2021
Page 2

Please indicate your agreement to pay at least the greater of (1) the minimum hourly wage rate established by Michigan law or (2) the basic hourly prevailing wage rates set forth in Exhibit A and to comply with Federal Labor Standards during the construction of the Development by indicating your concurrence in the spaces provided for that purpose below. These prevailing wage determinations must be incorporated into the Construction Contract between the Owner and the Contractor (the "Contract"). The Owner and Contractor must also certify to the City of Lansing on a quarterly basis, beginning in _____, and ending upon completion of construction (as evidenced by the issuance of Certificates of Occupancy or equivalent on all of the units in the Development), that all laborers and mechanics have been paid prevailing wages as required by this Letter and under the Contract. The Certification issued by the Owner shall be in the form attached hereto as Exhibit B.

Sincerely,

CITY OF LANSING

By:_____

July __, 2021
Page 3

We hereby agree to require the Contractor to comply with the prevailing wage and other requirements contained in this letter, and to incorporate these requirements and the Federal Labor Standards Provisions in the Contract and each subcontract, as set forth in Exhibit C.

The provisions of this Letter may be enforced by the Owner, the City of Lansing, the U.S. Department of Labor, and, to the extent permitted by law, any person intended to be benefitted by them. A breach of the provisions of this Letter shall be considered a material breach of the Contract, and shall give the Owner the rights following a default under the Contract. A breach of the provisions of this Letter may also result in the debarment of the Contractor from future participation in U.S. Government contracts under 29 CFR Part 98.

SPONSOR:
GENERAL CAPITAL DEVELOPMENT,
LLC
By:
Its: Managing Member

By:
Its:

We hereby agree to comply with the prevailing wage and other requirements listed in this letter, and agree that these requirements are hereby incorporated in the Contract. We further agree that representatives of each of the foregoing parties with enforcement rights shall have full and free access, during working hours and after reasonable notice, to all our labor- related books of account and records, including, but not limited to, time sheets, company payrolls and certified payrolls, relating to the work under the Contract, including the right to make excerpts or transcripts from such books of account and records and related and supporting documents and statements. We further agree that we shall promptly respond to all requests for information made by the City of Lansing respecting compliance with these requirements.

We shall further cause and require to be included in all subcontracts a provision that representatives of the City of Lansing shall have full and free access, during working hours and after reasonable notice, to all labor-related books of account and records, including, but not limited to, time sheets, company payrolls and certified payrolls, of the subcontractor relating to the work under the Contract, including the right to make excerpts or transcripts from such books of account and records and related and supporting documents and statements.

_____ Construction Company, Inc.

By:

Its:

EXHIBIT A
APARTMENTS WEST

"General Decision Number: MI20210014 07/16/2021

Superseded General Decision Number: MI20200014

State: Michigan

Construction Type: Residential

County: Ingham County in Michigan.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/29/2021
2	07/16/2021

CARP1004-012 06/01/2020

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 19.85	20.71

* ELEC0252-006 06/01/2021

Townships of Bunker Hill, Leslie, Onondaga and Stockbridge

	Rates	Fringes
ELECTRICIAN.....	\$ 33.69	20%+10.80

* ELEC0665-010 05/31/2021

Townships of Alaiedon, Aurelius, Delhi, Ingham, Lansing, Leroy, Locke, Meridian, Vevay, Wheatfield, White Oak and Williamson

	Rates	Fringes
ELECTRICIAN.....	\$ 30.00	9.25+5.5%

ENGI0325-029 06/01/2020

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 40.38	24.85
GROUP 2.....	\$ 37.08	24.85
GROUP 3.....	\$ 34.43	24.85

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.

Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Bulldozer; Crane; Grader/Blade; Loader; Scraper

IRON0025-004 06/01/2019		
	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 36.77	29.03

LABO0499-008 10/01/2014		
	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.72	12.75

PAIN0845-002 05/21/2014		
	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 16.43	11.85

PLUM0333-003 06/18/2018		
	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 25.82	18.47
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 25.82	18.47

ROOF0070-012 06/01/2020		
	Rates	Fringes
ROOFER.....	\$ 30.43	15.68

SHEE0007-023 05/01/2018		
	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 24.93	9.65

SUMI2010-012 09/16/2010		
	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 17.64	6.70

CEMENT MASON/CONCRETE FINISHER...	\$ 19.27	5.85
LABORER: Common or General.....	\$ 17.21	5.46
LABORER: Landscape.....	\$ 9.64	2.81
LABORER: Pipelayer.....	\$ 17.95	5.46
OPERATOR: Backhoe/Excavator.....	\$ 19.94	5.46
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 17.66	7.65
TRUCK DRIVER: Dump Truck.....	\$ 17.00	5.71

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested party's position and by any information (wage
payment data, project description, area practice material,
etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

EXHIBIT B

Prevailing Wage Certification

[INSERT DATE]

City of Lansing
Attn: City Assessor's Office
124 W. Michigan Avenue
Lansing, Michigan

RE: APARTMENTS WEST

Pursuant to that certain Prevailing Wage Letter Agreement (the "Letter") dated _____, the undersigned, GC-CCA WEST SCHOOL LDHA, LLC ("Owner"), and _____ Construction Company, Inc. ("Contractor"), hereby certify, each on their own behalf and to the best of their knowledge, to the City of Lansing that each have complied with the requirements of the Letter and that all laborers and mechanics have been paid prevailing wages as required by the Letter and under the Contract.

GC-CCA WEST SCHOOL LDHA, LLC

By:

Its: Managing Member

By: _____

Its:

_____ Construction Company, Inc.

By: _____

Its:

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 -day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215 -0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215- 0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215 -0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmissions. Instead the payrolls shall only need to include an individually identifying number for each employee (e. g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A. 3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A. 3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to, and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

form HUD-4010 (06/2009)

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; Liability for unpaid wages; Liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91- 54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, August 23, 2021 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

An Ordinance of the City of Lansing, Michigan, to amend the Code of Ordinances of the City of Lansing by adding a new Section 888.34 for the purposes of providing for a service charge in lieu of taxes for seventy-six (76) low income multi-family dwelling units in a project known as Walter French, pursuant to the provisions of the State Housing Development Authority Act of 1966, as amended.

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND THE CODE OF ORDINANCES OF THE CITY OF LANSING BY ADDING A NEW SECTION 888.32 FOR THE PURPOSES OF PROVIDING FOR A SERVICE CHARGE IN LIEU OF TAXES FOR SEVENTY-SIX (76) LOW INCOME MULTI-FAMILY DWELLING UNITS IN A PROJECT KNOWN AS WALTER FRENCH, PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966, (BEING PUBLIC ACT 346 OF 1966, AS AMENDED [MCL 125.1401, ET SEQ.]) (THE “ACT”).

THE CITY OF LANSING ORDAINS:

SECTION 1. That Chapter 888 of the Code of Ordinances of the City of Lansing, Michigan be amended to add a new Section _____ to read as follows:

_____ WALTER FRENCH

(A) *PURPOSE.* IT IS ACKNOWLEDGED THAT IT IS A PROPER PUBLIC PURPOSE OF THE STATE AND ITS POLITICAL SUBDIVISIONS TO PROVIDE HOUSING FOR ITS RESIDENTS OF LOW AND MODERATE INCOME AND TO ENCOURAGE THE DEVELOPMENT OF SUCH HOUSING BY PROVIDING FOR A SERVICE CHARGE IN LIEU OF PROPERTY TAXES IN ACCORDANCE WITH THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966, BEING PUBLIC ACT 346 OF 1966, AS AMENDED [MCL 125.1401, ET SEQ.]. THE CITY IS AUTHORIZED BY SUCH ACT TO ESTABLISH OR CHANGE THE SERVICE CHARGE TO BE PAID IN LIEU OF TAXES BY ANY OR ALL CLASSES OF HOUSING EXEMPT FROM TAXATION UNDER SUCH ACT AT ANY AMOUNT IT CHOOSES, NOT TO EXCEED THE TAXES THAT WOULD BE PAID BUT FOR THIS ACT. IT IS FURTHER ACKNOWLEDGED THAT SUCH HOUSING FOR PERSONS OF LOW AND MODERATE INCOME IS A PUBLIC

NECESSITY, AND AS THE CITY WILL BE BENEFITED AND IMPROVED BY SUCH HOUSING, THE ENCOURAGEMENT OF THE SAME BY PROVIDING CERTAIN REAL ESTATE TAX EXEMPTION FOR SUCH HOUSING IS A VALID PUBLIC PURPOSE.

(B) *DEFINITIONS.*

- (1) "*ACT*" MEANS THE STATE HOUSING DEVELOPMENT AUTHORITY ACT, BEING PUBLIC ACT 346 OF 1966, AS AMENDED.
- (2) "*ANNUAL SHELTER RENTS*" MEANS THE TOTAL COLLECTIONS DURING AN AGREED ANNUAL PERIOD FROM ALL PERSONS OF LOW OR MODERATE INCOME, OCCUPYING THE HOUSING DEVELOPMENT REPRESENTING RENTS FOR OCCUPANCY, WHICH RENTAL AMOUNTS SHALL BE EXCLUSIVE OF CHARGES FOR GAS, ELECTRICITY, HEAT OR OTHER UTILITIES FURNISHED TO THE OCCUPANTS.
- (3) "*AUTHORITY*" MEANS THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY.
- (4) "*HOUSING DEVELOPMENT " OR " DEVELOPMENT*" MEANS A DEVELOPMENT WHICH CONTAINS A SIGNIFICANT ELEMENT OF HOUSING FOR PERSONS OF LOW AND MODERATE INCOME AND SUCH ELEMENTS OF OTHER HOUSING, COMMERCIAL, RECREATIONAL, INDUSTRIAL, COMMUNAL AND EDUCATIONAL FACILITIES AS THE AUTHORITY MAY DETERMINE WILL IMPROVE THE QUALITY OF THE DEVELOPMENT AS IT RELATES TO HOUSING FOR PERSONS OF LOW AND MODERATE INCOME. FOR THE PURPOSE OF THIS SECTION, THE NAME OF THIS DEVELOPMENT IS WALTER

FRENCH, AND CONSISTS OF SEVENTY-SIX (76) UNITS OF RENTAL HOUSING
LOCATED WITHIN LANSING AT:

THAT PART OF ASSESSOR'S PLAT NO. 46, ON THE NORTHEAST $\frac{1}{4}$ OF SECTION 28, T4N, R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, RECORDED IN LIBER 12 OF PLATS, PAGE 7, INGHAM COUNTY RECORDS, BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF MT. HOPE AVENUE, 43.0 FEET SOUTH OF THE NORTH SECTION LINE, AT A POINT 100.0 FEET EASTERLY OF THE WEST LINE OF LOT 5 OF SAID ASSESSOR'S PLAT NO. 46, RUNNING THENCE ALONG SAID RIGHT OF WAY LINE NORTH $89^{\circ}11'30''$ EAST 593.667 FET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 53.53 FEET ALONG THE ARC OF A 30 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH $39^{\circ}41'30''$ EAST 46.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF CEDAR STREET; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING FIVE COURSES, SOUTH $11^{\circ}25'30''$ WEST 118.66 FEET; THENCE SOUTHERLY 197.93 FEET ALONG THE ARC OF A 917.22 FOOT RADIUS CURSE TO THE LEFT WHOSE CHORD BEARS SOUTH $5^{\circ}14'25''$ WEST 197.53 FEET TO A POINT OF TANGENCY; THENCE SOUTH $0^{\circ}56'30''$ EAST 5.43 FEET; THENCE SOUTH $10^{\circ}34'39''$ WEST 22.18 FEET; THENCE SOUTH $0^{\circ}56'30''$ EAST 83.05 FEET; THENCE SOUTH $89^{\circ}08'$ WEST 403.42 FEET; THENCE SOUTH 350.30 FEET; THENCE WEST 268.84 FEET; THENCE NORTH 648.14 FEET; THENCE NORTH $89^{\circ}11'30''$ EAST 100.0 FEET; THENCE NORTH $0^{\circ}53'$ WEST 162.0 FEET TO THE POINT OF BEGINNING; ALSO LOT 65 OF CHITTENDEN'S SUBDIVISION OF A PART OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 28, T4N, R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, RECORDED IN LIBER 5 OF PLATS, PAGE 7, INGHAM COUNTY RECORDS.

- (5) "*HUD*" MEANS THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OF THE UNITED STATES GOVERNMENT.
- (6) "*LOW INCOME HOUSING TAX CREDIT PROGRAM*" MEANS THE PROGRAM ESTABLISHED BY SECTION 42 OF THE UNITED STATES INTERNAL REVENUE CODE.
- (7) "*LOW OR MODERATE INCOME*" MEANS LOW OR MODERATE INCOME ELIGIBILITY UNDER THE AUTHORITY ACT OR RULES.

(8) "*MORTGAGE LOAN*" MEANS A LOAN THAT IS FEDERALLY-AIDED (AS DEFINED IN SECTION 11 OF THE ACT) OR A LOAN OR GRANT MADE OR TO BE MADE BY THE AUTHORITY TO THE SPONSOR FOR THE CONSTRUCTION, REHABILITATION, ACQUISITION AND/OR PERMANENT FINANCING OF A HOUSING PROJECT AND SECURED BY A MORTGAGE ON THE HOUSING PROJECT.

(9) "*SPONSOR*" MEANS A PERSON OR OTHER ENTITY WITH A HOUSING DEVELOPMENT WHICH IS FINANCED OR ASSISTED PURSUANT TO THE ACT. FOR PURPOSES OF THIS SECTION, THE SPONSOR OF WALTER FRENCH IS CAPITAL AREA HOUSING PARTNERSHIP, OR ITS SUCCESSORS OR ASSIGNS.

(10) "*UTILITIES*" MEANS FUEL, WATER, SANITARY SEWER AND/OR ELECTRICAL SERVICE, WHICH IS PAID FOR BY THE HOUSING DEVELOPMENT.

(C) *ESTABLISHMENT OF ANNUAL SERVICE CHARGE.*

(1) THE CITY ACKNOWLEDGES THAT THE SPONSOR AND THE AUTHORITY HAVE ESTABLISHED THE ECONOMIC FEASIBILITY OF WALTER FRENCH IN RELIANCE UPON THE ENACTMENT AND CONTINUING EFFECT OF THIS SECTION AND UPON THE QUALIFICATION OF THE SEVENTY-SIX (76) UNITS OF HOUSING IN THE HOUSING DEVELOPMENT FOR EXEMPTION FROM ALL PROPERTY TAXES AS ESTABLISHED IN THIS SECTION,

(2) SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THIS SECTION AND THE ACT, THE SEVENTY-SIX (76) UNITS IN THE HOUSING DEVELOPMENT FOR PERSONS OF LOW AND MODERATE INCOME IDENTIFIED AS WALTER FRENCH AND THE PROPERTY ON WHICH THEY ARE CONSTRUCTED SHALL

BE EXEMPT FROM ALL PROPERTY TAXES FOR NOT MORE THAN TWENTY (20) YEARS, COMMENCING WITH AND INCLUDING TAX YEAR 2023.

- (3) IN LIEU OF ALL SAID PROPERTY TAXES ON THE SEVENTY-SIX (76) UNITS IN THE HOUSING DEVELOPMENT, THE SPONSOR SHALL PAY, AND THE CITY WILL ACCEPT, AN ANNUAL SERVICE CHARGE FOR PUBLIC SERVICES IN THE SUM EQUAL TO SIX PERCENT (6%) OF THE ANNUAL SHELTER RENTS.
- (4) THE EXEMPTION PROVIDED UNDER THIS SECTION SHALL COMMENCE WHEN THE SPONSOR COMPLIES WITH SECTION 15A(1) OF 1966 PA 346, AS AMENDED, CODIFIED AS MCL 125.1415a(1), WHICH PROVIDES: THE OWNER OF A HOUSING PROJECT ELIGIBLE FOR THE EXEMPTION SHALL FILE WITH THE LOCAL ASSESSING OFFICER (THE CITY ASSESSOR) A NOTIFICATION OF THE EXEMPTION, WHICH SHALL BE IN AN AFFIDAVIT FORM AS PROVIDED BY THE AUTHORITY. THE COMPLETED AFFIDAVIT FORM FIRST SHALL BE SUBMITTED TO THE AUTHORITY FOR CERTIFICATION BY THE AUTHORITY THAT THE PROJECT IS ELIGIBLE FOR THE EXEMPTION. THE OWNER THEN SHALL FILE OR CAUSE TO BE FILED THE CERTIFIED NOTIFICATION OF THE EXEMPTION WITH THE LOCAL ASSESSING OFFICER BEFORE NOVEMBER 1 OF THE YEAR PRECEDING THE TAX YEAR IN WHICH THE EXEMPTION IS TO BEGIN.
- (5) IN ADDITION TO THE CERTIFICATION REQUIRED PURSUANT TO SUBSECTION (C)(4), THE SPONSOR SHALL PROVIDE FOR THE HOUSING DEVELOPMENT ANNUALLY IN WRITING TO THE CITY ASSESSOR FOR THE

PRECEDING YEAR IN WHICH THE PROPERTY TAX EXEMPTION WAS IN EFFECT:

- A. THE ANNUAL AUDITED ACCOUNTING REPORT FOR THE PAYMENT IN LIEU OF TAXES; AND
- B. A CERTIFIED STATEMENT IDENTIFYING ALL THE UNITS RENTED TO PERSONS OF LOW OR MODERATE INCOME; AND
- C. IF REQUESTED BY THE CITY, PROOF THAT THE HOUSING DEVELOPMENT UNITS HAVE NOT INCREASED, DECREASED, OR BEEN ALTERED IN ANY FORM, UNLESS THE CITY HAS OTHERWISE AMENDED THE PROVISIONS OF THIS SECTION.

(D) *LIMITATION ON THE PAYMENT OF THE ANNUAL SERVICE CHARGE.* NOTWITHSTANDING SUBSECTION (C), THE SERVICE CHARGE TO BE PAID EACH YEAR IN LIEU OF TAXES FOR THE PART OF THE HOUSING DEVELOPMENT PROJECT THAT IS TAX EXEMPT AND OCCUPIED BY OTHER THAN LOW OR MODERATE INCOME PERSONS SHALL BE EQUAL TO THE FULL AMOUNT OF THE TAXES THAT WOULD OTHERWISE BE DUE AND PAYABLE ON THAT PORTION OF THE HOUSING DEVELOPMENT PROJECT IF THE PROJECT WERE NOT TAX EXEMPT.

(E) *PAYMENT OF ANNUAL SERVICE CHARGE.* THE SERVICE CHARGE IN LIEU OF TAXES, AS ESTABLISHED UNDER THIS SECTION, SHALL BE PAYABLE IN THE SAME MANNER AS GENERAL PROPERTY TAXES ARE PAYABLE TO THE CITY, EXCEPT THAT THE ANNUAL PAYMENT SHALL BE MADE ON OR BEFORE JULY 1 OF THE YEAR FOLLOWING THE YEAR UPON WHICH SUCH CHARGE IS

CALCULATED. COLLECTION PROCEDURES SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE GENERAL PROPERTY TAX ACT (1893 PA 206 AS AMENDED; MCL 211.1 ET.SEQ.)

(F) *CONTRACTUAL EFFECT.* NOTWITHSTANDING THE PROVISIONS OF SECTION 15(A)(5) OF THE ACT TO THE CONTRARY, A CONTRACT BETWEEN THE CITY AND THE SPONSOR WITH THE AUTHORITY AS THIRD-PARTY BENEFICIARY UNDER THE CONTRACT, TO PROVIDE TAX EXEMPTION AND ACCEPT PAYMENT IN LIEU OF TAXES AS PREVIOUSLY DESCRIBED, IS EFFECTUATED BY THE ENACTMENT OF THIS SECTION.

(G) *DURATION.* THIS SECTION SHALL REMAIN IN EFFECT AND SHALL NOT TERMINATE FOR TWENTY (20) YEARS, COMMENCING WITH AND INCLUDING TAX YEAR 2023, PROVIDED THAT THE SPONSOR COMPLIES WITH THE REQUIREMENTS OF THE ACT AND THIS SECTION, AND FURTHER PROVIDED THAT THE HOUSING DEVELOPMENT CONTINUES TO BE RENTED TO LOW OR MODERATE INCOME PERSONS AT RENTS DETERMINED UNDER THE LOW INCOME HOUSING TAX CREDIT PROGRAM, AS THE SAME MAYBE FURTHER AMENDED OR SUPERSEDED, OR THERE IS AN AUTHORITY-AIDED OR FEDERALLY-AIDED MORTGAGE ON THE HOUSING DEVELOPMENT AS PROVIDED IN THE ACT, OR THE AUTHORITY OR HUD HAS AN INTEREST IN THE PROPERTY; BUT IN NO EVENT BEYOND DECEMBER 31, 2042. IF THE SPONSOR CHANGES THE SCOPE OR PURPOSE OF THE SEVENTY-SIX (76) UNITS OF HOUSING WITHIN THE DEVELOPMENT WITHOUT THE CONSENT OF THE CITY OF LANSING, BY AND THROUGH ITS REPRESENTATIVES, AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE LANSING CITY CHARTER, AND THE

SPONSOR OR OTHER RESPONSIBLE PARTY DOES NOT CURE THE VIOLATION AFTER NOTICE IS GIVEN AS PROVIDED IN THE MANNER CONSISTENT WITH THE METHOD CONTAINED IN SECTION 206.18(b) OF THESE CODIFIED ORDINANCES, THEN THIS SECTION SHALL AUTOMATICALLY EXPIRE AND BE OF NO EFFECT. IF (A) THE REHABILITATION OF THE HOUSING DEVELOPMENT PROJECT DOES NOT COMMENCE OR THE SPONSORS FAIL TO OBTAIN A MORTGAGE LOAN WITHIN TWO (2) YEARS FROM THE EFFECTIVE DATE OF THIS AGREEMENT, OR (B) IF TRANSFER OF TITLE IS NOT EFFECTUATED TO WALTER FRENCH LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP WITHIN TWO (2) YEARS FROM THE EFFECTIVE DATE OF THIS AGREEMENT OR (C) IF THE SPONSORS CHANGE THE SCOPE OR PURPOSE OF THE HOUSING DEVELOPMENT PROJECT WITHOUT THE CONSENT OF THE CITY, BY AND THROUGH ITS REPRESENTATIVES, AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAW, THIS AGREEMENT SHALL AUTOMATICALLY EXPIRE, TERMINATE AND BE OF NO FURTHER EFFECT.

SECTION 2. All ordinances, resolutions or rules, ordinances, parts of ordinances, including Ordinance No 1271, dated January 21, 2021, resolutions or rules inconsistent with the provisions hereof are hereby repealed as they pertain to Walter French at the time this exemption commences.

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

SECTION 4. This Ordinance shall take effect on the 30th day after enactment unless given immediate effect by the City Council.

CITY OF LANSING, a municipal corporation

By: _____
Andy Schor, Mayor

By: _____
Chris Swope, City Clerk

Approved as to form:

James D. Smiertka, City Attorney
Dated: _____

Department of Economic
Development and Planning
Brian McGrain, Director



Andy Schor, Mayor

Development Office
316 N. Capitol Avenue, Suite D-1
Lansing, Michigan 48933
PH: 517.483.4040 – FAX: 517.483.6036
www.lansingmi.gov/development

MEMORANDUM

TO: Mayor Schor

FROM: Barbara Kimmel, Interim Development Manager

DATE: 7.21.21

SUBJECT: PILOT Ordinance for Walter French

In July of 2021, Economic Development and Planning (ED&P) received an application for Payment In Lieu of Taxes (PILOT) from Walter French LDHA LP, as well as required documentation.

Request and description of project: The request for a site specific PILOT ordinance is submitted by Walter French LDHA LP. The request is for a 20-year 6% PILOT for property located at 1900 S. Cedar Street (PPN 33-01-01-28-202-426). This project includes \$13,862,311 for historic restoration and adaptive use and upon completion will contain a total of 76 units designated as affordable housing, including 8 barrier free units and 17 supportive housing units for persons of the highest need in the area. The project will be submitted for Low Income Housing Tax Credit award in October 2021. Construction will be completed in December of 2023. The project will target MSHDA Green Standards.

Project Financing: This project is for historic restoration and adaptive reuse of an existing building that will provide 76 affordable housing units. It will be competing for Low Income Housing Tax Credits to be awarded by MSHDA. If approved for tax credits, the basic criteria will be met in order to be considered for a 6% PILOT. The Owner anticipates permanently financing the project using a taxable loan, Historic Tax Credits, Low Income Housing Tax Credits, HOME funding and CDBG funding for a total investment of \$17,406,770

The draft PILOT Ordinance is attached, along with the Prevailing Wage agreement and a Resolution for Setting a Public Hearing.

THE DED&P NOW ASKS THE MAYOR TO FORWARD THE ATTACHED PILOT ORDINANCE TO CITY COUNCIL FOR TIMELY PLACEMENT ON THE CITY COUNCIL AGENDA FOR THE SCHEDULED MEETING ON JULY 26, 2021.

“Equal Opportunity Employer”

GENERAL INFORMATION

APPLICANT: (Sponsor/Developer)	Capital Area Housing Partnership 600 W. Maple Street-Suite D Lansing MI 48906
STATUS OF APPLICANT:	Newly formed ownership entity, Walter French LDHA LP
REQUESTED PILOT:	6% of rents received (less utilities) as payment in lieu of taxes
REQUESTED TERM OF PILOT:	20 years
EXISTING LAND USE:	Vacant historic former school and offices
EXISTING ZONING:	MX-3 District Mixed Use Center
PROPERTY SIZE & SHAPE:	9.1 acre irregularly shaped parcel with frontage on E. Mt. Hope and S. Cedar Streets, containing an existing 176,780 sq. ft. 3 story historic structure.
SURROUNDING LAND USE:	N: Commercial and Residential S: School E: Commercial and residential W: Residential cottages (demolition in progress)
SURROUNDING ZONING:	N: MX-3 District Mixed Use Center and R-6B-Urban Detached Res. S: MX-3 District Mixed Use Center and R-5 Urban Detached Res. E: MX-1-Neighborhood mixed –use Center W: R-5 Urban Detached Res.

ANALYSIS

Request and description of project: The request for a site specific PILOT ordinance is submitted by Walter French LDHA LP (the “Owner”.) The request is for a 20-year 6% PILOT for property located at 1900 S. Cedar Street (PPN 33-01-01-28-202-426). The Walter French development will include the historic restoration and adaptive reuse of the existing school adding 76 affordable housing units in the space previously used as classroom/office space. The completed project will contain a total of 76 affordable units consisting of 46 one-bedroom, 24 two-bedroom and 6 three-bedroom units to house low and moderate income residents with

incomes between 30% and 80% of Area Median Income. Of the 76 units, 8 will meet barrier free standards. 19 units will be reserved for persons of the highest need in the area and supportive services provided via partnerships with Advent Housing, Community mental Health and other area providers.. The project will be submitted for Low Income Housing Tax Credit award in August 2014. Construction will be completed in 2015.

Energy efficiency and green design are planned. A partnership with the Lansing Board of Water and Light will provide power generation on the site that will increase affordability of both the development and the ongoing operations of the building.

Common/Community/Commercial use of the previous gyms, auditorium and cafeteria is in the design phase with ongoing conversations with LBWL and several mid-Michigan community service agencies in need of collaboration and office space.

ASSESSORS FINANCIAL ANALYSIS:

RECOMMENDATION

Staff recommends adoption of the PILOT ordinance based on the following:

The Project is consistent with the City's Form-Based Code (FBC). Redevelopment of the historic building as proposed will help retain the existing character of the area and add 76 units of affordable housing, including 19 supportive housing units for persons of highest need in the area. Occupancy of the completed units will add vitality to the area and increase its overall marketability.

July ___, 2021

WALTER FRENCH LIMITED DIVIDENT HOUSING
ASSOCIATION LIMITED PARTNERSHIP ("Owner")

Attn:

Re: Prevailing Wage ("Davis-Bacon") Determination for WALTER FRENCH
(the "Development")

To Whom it May Concern:

City of Lansing policy requires the enforcement of the Davis-Bacon Act and other federal labor standards and requirements with respect to all housing developments receiving a benefit from the City of Lansing. The City of Lansing has agreed to grant tax exempt status to the Development and to accept a payment in lieu of taxes pursuant to the contract between the City of Lansing and the Owner. The Davis-Bacon Act requires the Owner and the Contractor to agree to pay prevailing wages to all laborers and mechanics providing work at the Development, and to certify the payment of those prevailing wage rates. The applicable Davis-Bacon prevailing wage determinations for this Development are as set forth in Exhibit A to this letter. The Federal Labor Standards provisions are also attached to this letter.

July __, 2021
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Please indicate your agreement to pay at least the greater of (1) the minimum hourly wage rate established by Michigan law or (2) the basic hourly prevailing wage rates set forth in Exhibit A and to comply with Federal Labor Standards during the construction of the Development by indicating your concurrence in the spaces provided for that purpose below. These prevailing wage determinations must be incorporated into the Construction Contract between the Owner and the Contractor (the "Contract"). The Owner and Contractor must also certify to the City of Lansing on a quarterly basis, beginning in _____, and ending upon completion of construction (as evidenced by the issuance of Certificates of Occupancy or equivalent on all of the units in the Development), that all laborers and mechanics have been paid prevailing wages as required by this Letter and under the Contract. The Certification issued by the Owner shall be in the form attached hereto as Exhibit B.

Sincerely,

CITY OF LANSING

By:_____

July __, 2021
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We hereby agree to require the Contractor to comply with the prevailing wage and other requirements contained in this letter, and to incorporate these requirements and the Federal Labor Standards Provisions in the Contract and each subcontract, as set forth in Exhibit C.

The provisions of this Letter may be enforced by the Owner, the City of Lansing, the U.S. Department of Labor, and, to the extent permitted by law, any person intended to be benefitted by them. A breach of the provisions of this Letter shall be considered a material breach of the Contract, and shall give the Owner the rights following a default under the Contract. A breach of the provisions of this Letter may also result in the debarment of the Contractor from future participation in U.S. Government contracts under 29 CFR Part 98.

SPONSOR:
CAPITAL AREA HOUSING
PARTNERSHIP
By:
Its: Managing Member

By:
Its:

We hereby agree to comply with the prevailing wage and other requirements listed in this letter, and agree that these requirements are hereby incorporated in the Contract. We further agree that representatives of each of the foregoing parties with enforcement rights shall have full and free access, during working hours and after reasonable notice, to all our labor- related books of account and records, including, but not limited to, time sheets, company payrolls and certified payrolls, relating to the work under the Contract, including the right to make excerpts or transcripts from such books of account and records and related and supporting documents and statements. We further agree that we shall promptly respond to all requests for information made by the City of Lansing respecting compliance with these requirements.

We shall further cause and require to be included in all subcontracts a provision that representatives of the City of Lansing shall have full and free access, during working hours and after reasonable notice, to all labor-related books of account and records, including, but not limited to, time sheets, company payrolls and certified payrolls, of the subcontractor relating to the work under the Contract, including the right to make excerpts or transcripts from such books of account and records and related and supporting documents and statements.

_____ Construction Company, Inc.

By:

Its:

EXHIBIT A

**Walter
French
Project**

"General Decision Number: MI20210014 07/16/2021

Superseded General Decision Number: MI20200014

State: Michigan

Construction Type: Residential

County: Ingham County in Michigan.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/29/2021
2	07/16/2021

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 19.85	20.71

* ELEC0252-006 06/01/2021

Townships of Bunker Hill, Leslie, Onondaga and Stockbridge

	Rates	Fringes
ELECTRICIAN.....	\$ 33.69	20%+10.80

* ELEC0665-010 05/31/2021

Townships of Alaiedon, Aurelius, Delhi, Ingham, Lansing, Leroy, Locke, Meridian, Vevay, Wheatfield, White Oak and Williamson

	Rates	Fringes
ELECTRICIAN.....	\$ 30.00	9.25+5.5%

ENGI0325-029 06/01/2020

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 40.38	24.85
GROUP 2.....	\$ 37.08	24.85
GROUP 3.....	\$ 34.43	24.85

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.
Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Bulldozer; Crane; Grader/Blade; Loader; Scraper

IRON0025-004 06/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 36.77	29.03

LABO0499-008 10/01/2014

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.72	12.75

PAIN0845-002 05/21/2014

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 16.43	11.85

PLUM0333-003 06/18/2018

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 25.82	18.47
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 25.82	18.47

ROOF0070-012 06/01/2020

	Rates	Fringes
ROOFER.....	\$ 30.43	15.68

SHEE0007-023 05/01/2018

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 24.93	9.65

SUMI2010-012 09/16/2010

	Rates	Fringes
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CARPENTER, Excludes Form Work.....	\$ 17.64	6.70
CEMENT MASON/CONCRETE FINISHER....	\$ 19.27	5.85
LABORER: Common or General.....	\$ 17.21	5.46
LABORER: Landscape.....	\$ 9.64	2.81
LABORER: Pipelayer.....	\$ 17.95	5.46
OPERATOR: Backhoe/Excavator.....	\$ 19.94	5.46
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 17.66	7.65
TRUCK DRIVER: Dump Truck.....	\$ 17.00	5.71

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

EXHIBIT B

Prevailing Wage Certification

[INSERT DATE]

City of Lansing
Attn: City Assessor's Office
124 W. Michigan Avenue
Lansing, Michigan

RE: WALTER FRENCH

Pursuant to that certain Prevailing Wage Letter Agreement (the "Letter") dated _____, the undersigned, CAPITAL AREA HOUSING PARTNERSHIP ("Owner"), and _____ Construction Company, Inc. ("Contractor"), hereby certify, each on their own behalf and to the best of their knowledge, to the City of Lansing that each have complied with the requirements of the Letter and that all laborers and mechanics have been paid prevailing wages as required by the Letter and under the Contract.

CAPITAL AREA HOUSING PARTNERSHIP

By:

Its: Managing Member

By: _____

Its:

_____ Construction Company, Inc.

By: _____

Its:

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 -day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215 -0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215- 0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215 -0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e. g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A. 3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A. 3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to, and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

form HUD-4010 (06/2009)

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; Liability for unpaid wages; Liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91- 54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, August 23, 2021 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

An Ordinance of the City of Lansing, Michigan, to amend the Code of Ordinances of the City of Lansing by adding a new Section 888.35 for the purposes of providing for a service charge in lieu of taxes for two hundred and twenty (220) low income multi-family dwelling units in a project known as Cedar Place, pursuant to the provisions of the State Housing Development Authority Act of 1966, as amended.

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND THE CODE OF ORDINANCES OF THE CITY OF LANSING BY ADDING A NEW SECTION 888.____ FOR THE PURPOSES OF PROVIDING FOR A SERVICE CHARGE IN LIEU OF TAXES FOR TWO HUNDRED AND TWENTY (220) LOW INCOME MULTI-FAMILY DWELLING UNITS IN A PROJECT KNOWN AS CEDAR PLACE, PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966, AS AMENDED.

THE CITY OF LANSING ORDAINS:

SECTION 1. That Chapter 888 of the Code of Ordinances of the City of Lansing, Michigan be amended to add a new Section 888.____ to read as follows:

888.____ CEDAR PLACE

(A) *PURPOSE*. IT IS ACKNOWLEDGED THAT IT IS A PROPER PUBLIC PURPOSE OF THE STATE AND ITS POLITICAL SUBDIVISIONS TO PROVIDE HOUSING FOR ITS RESIDENTS OF LOW AND MODERATE INCOME AND TO ENCOURAGE THE DEVELOPMENT OF SUCH HOUSING BY PROVIDING FOR A SERVICE CHARGE IN LIEU OF PROPERTY TAXES IN ACCORDANCE WITH THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966, BEING PUBLIC ACT 346 OF 1966, AS AMENDED [MCL 125.1401, ET SEQ.]. THE CITY IS AUTHORIZED BY SUCH ACT TO ESTABLISH OR CHANGE THE SERVICE CHARGE TO BE PAID IN LIEU OF TAXES BY ANY OR ALL CLASSES OF HOUSING EXEMPT FROM TAXATION UNDER SUCH ACT AT ANY AMOUNT IT CHOOSES, NOT TO EXCEED THE TAXES THAT WOULD BE PAID BUT FOR THIS ACT. IT IS FURTHER ACKNOWLEDGED THAT SUCH HOUSING FOR PERSONS OF LOW AND MODERATE INCOME IS A PUBLIC

1 NECESSITY, AND AS THE CITY WILL BE BENEFITED AND IMPROVED BY SUCH
2 HOUSING, THE ENCOURAGEMENT OF THE SAME BY PROVIDING CERTAIN
3 REAL ESTATE TAX EXEMPTION FOR SUCH HOUSING IS A VALID PUBLIC
4 PURPOSE.

5 (B) *DEFINITIONS.*

6 (1) "*ACT*" MEANS THE STATE HOUSING DEVELOPMENT AUTHORITY ACT,
7 BEING PUBLIC ACT 346 OF 1966, AS AMENDED.

8 (2) "*ANNUAL SHELTER RENTS*" MEANS THE TOTAL COLLECTIONS DURING AN
9 AGREED ANNUAL PERIOD FROM ALL PERSONS OF LOW OR MODERATE
10 INCOME, OCCUPYING THE HOUSING DEVELOPMENT REPRESENTING
11 RENTS FOR OCCUPANCY, WHICH RENTAL AMOUNTS SHALL BE EXCLUSIVE
12 OF CHARGES FOR GAS, ELECTRICITY, HEAT OR OTHER UTILITIES
13 FURNISHED TO THE OCCUPANTS.

14 (3) "*AUTHORITY*" MEANS THE MICHIGAN STATE HOUSING DEVELOPMENT
15 AUTHORITY.

16 (4) "*HOUSING DEVELOPMENT* " OR " *DEVELOPMENT*" MEANS A DEVELOPMENT
17 WHICH CONTAINS A SIGNIFICANT ELEMENT OF HOUSING FOR PERSONS OF
18 LOW AND MODERATE INCOME AND SUCH ELEMENTS OF OTHER HOUSING,
19 COMMERCIAL, RECREATIONAL, INDUSTRIAL, COMMUNAL AND
20 EDUCATIONAL FACILITIES AS THE AUTHORITY MAY DETERMINE WILL
21 IMPROVE THE QUALITY OF THE DEVELOPMENT AS IT RELATES TO
22 HOUSING FOR PERSONS OF LOW AND MODERATE INCOME. FOR THE

PURPOSE OF THIS SECTION, THE NAME OF THIS DEVELOPMENT IS CEDAR PLACE, AND CONSISTS OF TWO HUNDRED AND TWENTY (220) UNITS OF RENTAL HOUSING LOCATED WITHIN LANSING AT:

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 2 WEST, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, THE SURVEYED BOUNDARY OF SAID PARCEL DESCRIBED AS: COMMENCING AT THE NORTH 1/4 COMER OF SAID SECTION 4; THENCE SOUTH ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 4 A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH ALONG SAID NORTH-SOUTH 1/4 LINE 611.46 FEET (ASSESSED AS 611.45 FEET) TO A POINT 600.00 FEET NORTH OF THE NORTH LINE OF A CONSUMERS POWER COMPANY RIGHT OF WAY; THENCE NORTH 89°55'00"WEST PARALLEL WITH SAID NORTH LINE 97.77 FEET (ASSESSED AS 97.88 FEET); THENCE NORTH 38°27'40"WEST, 705.09 FEET; THENCE NORTH 11°33'30"WEST, 40.00 FEET; THENCE SOUTHWESTERLY 34.27 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 790.00 FEET, A DELTA ANGLE OF 2°29'08", AND A CHORD OF 34.27 FEET BEARING SOUTH 78°41'46"WEST; THENCE NORTH 00°11'00"EAST, 358.59 FEET TO THE NORTH LINE OF SAID SECTION 4; THENCE SOUTH 89°49'00"EAST ALONG SAID NORTH LINE, 444.80 FEET; THENCE SOUTH PARALLEL WITH SAID NORTH-SOUTH 1/4 LINE, 330.00 FEET; THENCE SOUTH 89°49'00"EAST PARALLEL WITH SAID NORTH LINE, 132.00 FEET TO THE POINT OF BEGINNING.

1 TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS FOR
2 PEDESTRIAN USE, SAID EASEMENT RUNNING WITH THE AFOREDESCRIBED
3 LAND INCLUDING THE RIGHT TO CONSTRUCT AND MAINTAIN SAID
4 WALKWAYS WITH UNDERGROUND UTILITIES, INCLUDING LIGHTING AS
5 ARE NECESSARY AND LANDSCAPING, OVER THE FOLLOWING DESCRIBED
6 PROPERTY:

7 BEGINNING ON THE NORTH-SOUTH 1/4 LINE OF SECTION 4, TOWNSHIP 3
8 NORTH, RANGE 2 WEST, CITY OF LANSING, INGHAM COUNTY, MICHIGAN,
9 AT A POINT SOUTH 941.4 FEET FROM THE NORTH 1/4 CORNER THEREOF;
10 THENCE CONTINUING ALONG SAID 1/4 LINE SOUTH 7.5 FEET; THENCE
11 NORTH 89°59'20" EAST, 263.77 FEET; THENCE SOUTH 00°00'40" EAST, 15.0
12 FEET; THENCE ALONG THE NORTHERLY LINE OF A 15 FOOT STORM DRAIN
13 EASEMENT THE FOLLOWING TWO COURSES: SOUTH 89°59'20" WEST, 323.16
14 FEET; THENCE NORTH 38°27'40" WEST, 28.89 FEET; THENCE SOUTH
15 89°55' EAST, 77.36 FEET TO THE POINT OF BEGINNING.

16 (5) "*HUD*" MEANS THE DEPARTMENT OF HOUSING AND URBAN
17 DEVELOPMENT OF THE UNITED STATES GOVERNMENT.

18 (6) "*LOW INCOME HOUSING TAX CREDIT PROGRAM*" MEANS THE PROGRAM
19 ESTABLISHED BY SECTION 42 OF THE UNITED STATES INTERNAL REVENUE
20 CODE.

21 (7) "*LOW OR MODERATE INCOME*" MEANS LOW OR MODERATE INCOME
22 ELIGIBILITY UNDER THE AUTHORITY ACT OR RULES.

1 (8) "*MORTGAGE LOAN*" MEANS A LOAN TO BE MADE BY A PRIVATE ENTITY
2 AND INSURED BY HUD, OR A LOAN FROM THE AUTHORITY FOR THE
3 FINANCING OF THE PURCHASE AND REHABILITATION OF THE HOUSING
4 DEVELOPMENT.

5 (9) "*SPONSOR*" MEANS A PERSON OR OTHER ENTITY WITH A HOUSING
6 DEVELOPMENT WHICH IS FINANCED OR ASSISTED PURSUANT TO THE ACT.
7 FOR PURPOSES OF THIS SECTION, THE SPONSOR OF CEDAR PLACE IS
8 JONATHAN ROSE COMPANIES, OR ITS SUCCESSORS OR ASSIGNS.

9 (10) "*UTILITIES*" MEANS FUEL, WATER, SANITARY SEWER AND/OR ELECTRICAL
10 SERVICE, WHICH IS PAID FOR BY THE HOUSING DEVELOPMENT.

11 (C) *ESTABLISHMENT OF ANNUAL SERVICE CHARGE.*

12 (1) THE CITY ACKNOWLEDGES THAT THE SPONSOR AND THE AUTHORITY
13 HAVE ESTABLISHED THE ECONOMIC FEASIBILITY OF CEDAR PLACE IN
14 RELIANCE UPON THE ENACTMENT AND CONTINUING EFFECT OF THIS
15 SECTION AND UPON THE QUALIFICATION OF THE TWO HUNDRED AND
16 TWENTY (220) UNITS OF HOUSING IN THE HOUSING DEVELOPMENT FOR
17 EXEMPTION FROM ALL PROPERTY TAXES AS ESTABLISHED IN THIS
18 SECTION.

19 (2) SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THIS SECTION AND
20 THE ACT, THE TWO HUNDRED AND TWENTY (220) UNITS IN THE HOUSING
21 DEVELOPMENT FOR PERSONS OF LOW AND MODERATE INCOME
22 IDENTIFIED AS CEDAR PLACE AND THE PROPERTY ON WHICH THEY ARE

1 CONSTRUCTED SHALL BE EXEMPT FROM ALL PROPERTY TAXES FOR NOT
2 MORE THAN FORTY (40) YEARS, COMMENCING WITH AND INCLUDING TAX
3 YEAR 2021.

4 (3) IN LIEU OF ALL SAID PROPERTY TAXES ON THE TWO HUNDRED AND
5 TWENTY (220) UNITS IN THE HOUSING DEVELOPMENT, THE SPONSOR
6 SHALL PAY, AND THE CITY WILL ACCEPT, AN ANNUAL SERVICE CHARGE
7 FOR PUBLIC SERVICES, IN THE SUM EQUAL TO, FOUR PERCENT (4%) OF THE
8 DIFFERENCE BETWEEN THE ANNUAL SHELTER RENTS ACTUALLY
9 COLLECTED AND UTILITIES.

10 (4) THE EXEMPTION PROVIDED UNDER THIS SECTION SHALL COMMENCE
11 WHEN THE SPONSOR COMPLIES WITH SECTION 15A(1) OF 1966 PA 346, AS
12 AMENDED, CODIFIED AS MCL 125.1415A(1), WHICH PROVIDES: THE OWNER
13 OF A HOUSING PROJECT ELIGIBLE FOR THE EXEMPTION SHALL FILE WITH
14 THE LOCAL ASSESSING OFFICER (THE CITY ASSESSOR) A NOTIFICATION OF
15 THE EXEMPTION, WHICH SHALL BE IN AN AFFIDAVIT FORM AS PROVIDED
16 BY THE AUTHORITY. THE COMPLETED AFFIDAVIT FORM FIRST SHALL BE
17 SUBMITTED TO THE AUTHORITY FOR CERTIFICATION BY THE AUTHORITY
18 THAT THE PROJECT IS ELIGIBLE FOR THE EXEMPTION. THE OWNER THEN
19 SHALL FILE OR CAUSE TO BE FILED THE CERTIFIED NOTIFICATION OF THE
20 EXEMPTION WITH THE LOCAL ASSESSING OFFICER BEFORE NOVEMBER 1
21 OF THE YEAR PRECEDING THE TAX YEAR IN WHICH THE EXEMPTION IS TO
22 BEGIN.

1 (5) IN ADDITION TO THE CERTIFICATION REQUIRED PURSUANT TO
2 SUBSECTION (C)(4), THE SPONSOR SHALL PROVIDE FOR THE HOUSING
3 DEVELOPMENT ANNUALLY IN WRITING TO THE CITY ASSESSOR FOR THE
4 PRECEDING YEAR IN WHICH THE PROPERTY TAX EXEMPTION WAS IN
5 EFFECT:

6 A. THE ANNUAL AUDITED ACCOUNTING REPORT FOR THE PAYMENT IN
7 LIEU OF TAXES; AND

8 B. A CERTIFIED STATEMENT IDENTIFYING ALL THE UNITS RENTED TO
9 PERSONS OF LOW OF MODERATE INCOME; AND

10 C. IF REQUESTED BY THE CITY, PROOF THAT THE HOUSING
11 DEVELOPMENT UNITS HAVE NOT INCREASED, DECREASED, OR BEEN
12 ALTERED IN ANY FORM, UNLESS THE CITY HAS OTHERWISE AMENDED
13 THE PROVISIONS OF THIS SECTION; AND

14 (D) *LIMITATION ON THE PAYMENT OF THE ANNUAL SERVICE CHARGE.*
15 NOTWITHSTANDING SUBSECTION (C), THE SERVICE CHARGE TO BE PAID EACH
16 YEAR IN LIEU OF TAXES FOR THE PART OF THE HOUSING DEVELOPMENT
17 PROJECT THAT IS TAX EXEMPT AND OCCUPIED BY OTHER THAN LOW OR
18 MODERATE INCOME PERSONS SHALL BE EQUAL TO THE FULL AMOUNT OF
19 THE TAXES THAT WOULD OTHERWISE BE DUE AND PAYABLE ON THAT
20 PORTION OF THE HOUSING DEVELOPMENT PROJECT IF THE PROJECT WERE
21 NOT TAX EXEMPT.

1 (E) *PAYMENT OF ANNUAL SERVICE CHARGE.* THE SERVICE CHARGE IN LIEU OF
2 TAXES, AS ESTABLISHED UNDER THIS SECTION, SHALL BE PAYABLE IN THE
3 SAME MANNER AS GENERAL PROPERTY TAXES ARE PAYABLE TO THE CITY,
4 EXCEPT THAT THE ANNUAL PAYMENT SHALL BE MADE ON OR BEFORE JULY
5 1 OF THE YEAR FOLLOWING THE YEAR UPON WHICH SUCH CHARGE IS
6 CALCULATED.

7 (F) *CONTRACTUAL EFFECT.* NOTWITHSTANDING THE PROVISIONS OF SECTION
8 15(A)(5) OF THE ACT TO THE CONTRARY, A CONTRACT BETWEEN THE CITY
9 AND THE SPONSOR WITH THE AUTHORITY AS THIRD-PARTY BENEFICIARY
10 UNDER THE CONTRACT, TO PROVIDE TAX EXEMPTION AND ACCEPT PAYMENT
11 IN LIEU OF TAXES AS PREVIOUSLY DESCRIBED, IS EFFECTUATED BY THE
12 ENACTMENT OF THIS SECTION.

13 (G) *COMMENCEMENT AND DURATION.* THIS SECTION SHALL REMAIN IN EFFECT
14 AND SHALL NOT TERMINATE FOR FORTY (40) YEARS, COMMENCING WITH
15 AND INCLUDING TAX YEAR 2021, PROVIDED THAT THE SPONSOR COMPLIES
16 WITH THE REQUIREMENTS OF THE ACT AND THIS SECTION, AND FURTHER
17 PROVIDED THAT THE HOUSING DEVELOPMENT CONTINUES TO BE RENTED TO
18 LOW OR MODERATE INCOME PERSONS AT RENTS DETERMINED UNDER THE
19 LOW INCOME HOUSING TAX CREDIT PROGRAM, AS THE SAME MAYBE
20 FURTHER AMENDED OR SUPERSEDED, OR THERE IS AN AUTHORITY-AIDED OR
21 FEDERALLY-AIDED MORTGAGE ON THE HOUSING DEVELOPMENT AS
22 PROVIDED IN THE ACT, OR THE AUTHORITY OR HUD HAS AN INTEREST IN THE
23 PROPERTY; BUT IN NO EVENT BEYOND DECEMBER 31, 2041. IF THE SPONSOR

1 CHANGES THE SCOPE OR PURPOSE OF THE TWO HUNDRED AND TWENTY (220)
2 UNITS OF HOUSING WITHIN THE DEVELOPMENT WITHOUT THE CONSENT OF
3 THE CITY OF LANSING, BY AND THROUGH ITS REPRESENTATIVES, AND IN
4 ACCORDANCE WITH THE REQUIREMENTS OF THE LANSING CITY
5 CHARTER AND THE SPONSOR OR OTHER RESPONSIBLE PARTY DOES NOT CURE
6 THE VIOLATION AFTER NOTICE IS GIVEN AS PROVIDED IN THE MANNER
7 CONSISTENT WITH THE METHOD CONTAINED IN SECTION 206.18(b) OF THESE
8 CODIFIED ORDINANCES, THEN THIS SECTION SHALL AUTOMATICALLY EXPIRE
9 AND BE OF NO EFFECT. IF THE CONSTRUCTION OF THE HOUSING
10 DEVELOPMENT DOES NOT COMMENCE WITHIN 1 YEAR FROM THE EFFECTIVE
11 DATE OF THIS SECTION, THIS SECTION SHALL AUTOMATICALLY EXPIRE AND
12 BE OF NO EFFECT.

13 SECTION 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules
14 inconsistent with the provisions hereof are hereby repealed as they pertain to Cedar Place at the
15 time this exemption commences.

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

19 SECTION 4. This Ordinance shall take effect on the 30th day after enactment unless given
20 immediate effect by the City Council.

21
22 Approved as to form:

23
24 _____
25 James D. Smiertka, City Attorney

26 Dated: _____

Department of Economic
Development and Planning
Brian McGrain, Director



Andy Schor, Mayor

Development Office
316 N. Capitol Avenue, Suite D-1
Lansing, Michigan 48933
PH: 517.483.4040 – FAX: 517.483.6036
www.lansingmi.gov/development

MEMORANDUM

TO: Mayor Schor

FROM: Barbara Kimmel, Interim Development Manager

DATE: 7.21.21

SUBJECT: PILOT Ordinance for Cedar Place

In July of 2021, Economic Development and Planning (ED&P) received an application for Payment In Lieu of Taxes (PILOT) from Walter French LDHA LP, as well as required documentation.

Request and description of project: The request for a site specific PILOT ordinance is submitted by Jonathan Rose Companies. The request is for a 40-year 4% PILOT for property located at 201 W. Jolly Rd. Cedar Place Apartments is a 220 unit mixed income apartment community located in Lansing. Ownership has received a new federal Section 8 HAP contract providing affordable housing for 94 units. The remaining 126 units will become rent-restricted during the LIHTC transaction.. The completed project will contain a total of 220 one (1) bedroom units to house low and moderate income residents. The project will be submitted for Low Income Housing Tax Credit award in October 2021. Construction will be completed in 2022.

The draft PILOT Ordinance is attached, along with the Prevailing Wage agreement and a Resolution for Setting a Public Hearing.

THE DED&P NOW ASKS THE MAYOR TO FORWARD THE ATTACHED PILOT ORDINANCE TO CITY COUNCIL FOR TIMELY PLACEMENT ON THE CITY COUNCIL AGENDA FOR THE SCHEDULED MEETING ON JULY 26, 2021.

GENERAL INFORMATION

APPLICANT: (Developer)	Jonathan Rose Companies 6000 Freedom Square Drive Independence, OH 44131
OWNERSHIP ENTITY:	Cedar Place Preservation Limited Dividend Housing Association, Limited Partnership
STATUS OF APPLICANT:	Newly formed ownership entity
REQUESTED PILOT:	4% of rents received (less utilities) as payment in lieu of taxes
REQUESTED TERM OF PILOT:	40 years
EXISTING LAND USE:	Multi Family, 8 story, 220 units
EXISTING ZONING:	MS-2 Community Mixed-Use Center
PROPERTY SIZE & SHAPE:	7.74 acre irregularly shaped parcel with frontage on Jolly Rd, containing an .
SURROUNDING LAND USE:	N: Residential S: School E: Commercial W: Church
SURROUNDING ZONING:	N: R-2 Suburban Detached Residential and R-MX Residential Mix S: R-AR Residential Adaptive Reuse E: MS-2 Community Mixed Use Center W: R-AR Residential Adaptive Reuse

PROJECT ANALYSIS

Request and description of project: The request for a site specific PILOT ordinance is submitted by Jonathan Rose Company ("The Developer"). The request is for a 40-year 4% PILOT for property located at 715 W. Willow (PPN 33-01-01-08-427-031. Cedar Place Apartments is a 220 unit mixed income apartment community located in Lansing. Ownership has received a new federal Section 8 HAP contract providing affordable housing for 94 units. The remaining 126 units will become rent-restricted during the LIHTC transaction.. The completed project will contain a total of 220 one (1) bedroom units to house low and moderate income residents. The project will be submitted for Low Income Housing Tax Credit award in October 2021. Construction will be completed in 2022.

The project includes \$8,613.832 for renovations, including unit improvements, common area and exterior renovations, building system and mechanical upgrades, and major renovation of the common areas, which will include the addition of space for resident programming.

Improvements include parking lot repairs, restoration of balconies including structural supports, new garage roof, replacement of 4 catch basins, concrete sidewalk, curb, courtyard and back drive replacement, boiler and chiller replacement, fire pump replacement, new generator, Energy Star appliances, installation of low flow plumbing fixtures, , new windows and sliding patio doors, unit painting, flooring and countertops.

ASSESSORS FINANCIAL ANALYSIS

ESTIMATE

Cedar Place Apartments

Post-Rehab property value: Developer estimate: \$22,643,624 (TDC)
 Assessor's Office estimate: \$6,434,240
 Difference: \$16,209,384

2020 millage rate: 73.8617 mills

Estimated annual property tax revenues are (2020 total taxes paid) \$115,691.78 (pre-rehab).

$$\text{Rents} - \text{Utilities} \times \text{PILOT\%} = \text{PILOT}$$
$$\text{Estimate PILOT Service Fee } (\$1,865,463 - \$251,356) \times .04 = \$64,564.28$$

Initial assessed value (IAV): \$2,937,900 Taxable Value \$1,514,498

Current SEV: \$2,937,900
Projected 2022 SEV: \$000

Post-construction assessed value: \$3,217,200

Comments: Projection of Assessor's Value (Based upon information provided in application)

Potential Annual Gross Income:	\$1,865,463
Vacancy & Bad Debt Allowance:	Built-in to Income
Effective Gross Income:	\$1,865,463
- Operating Expenses:	(\$1,048,958) (property taxes not included as an expense)
Net Operating Income:	\$816,505

Capitalization Rate: OAR 9.0%(conservative estimate) + Effective Property Tax Rate 3.69% = 12.69%

Projected Value = NOI \$816,505 / Cap Rate 12.69% = \$6,434,240

Since the subject property is currently exempt from ad valorem property taxation it provides no direct revenue to the various taxing authorities. The creation and the adoption of a PILOT for the subject property would have a positive impact and provide an additional source of revenue for the taxing authorities to help offset the cost of services provided and services to be provided to the new occupants.

RECOMMENDATION

Staff recommends adoption of the PILOT ordinance based on the following:

The project is consistent with Form Based Code and will accomplish needed repairs and preserve 220 affordable housing units.

..

July ___, 2021

CEDAR PLACE ASSOCIATES LIMITED PARTNERSHIP
("Owner")

Attn:

Re: Prevailing Wage ("Davis-Bacon") Determination for CEDAR PLACE
ASSOCIATES LIMITED PARTNERSHIP (the "Development")

To Whom it May Concern:

City of Lansing policy requires the enforcement of the Davis-Bacon Act and other federal labor standards and requirements with respect to all housing developments receiving a benefit from the City of Lansing. The City of Lansing has agreed to grant tax exempt status to the Development and to accept a payment in lieu of taxes pursuant to the contract between the City of Lansing and the Owner. The Davis-Bacon Act requires the Owner and the Contractor to agree to pay prevailing wages to all laborers and mechanics providing work at the Development, and to certify the payment of those prevailing wage rates. The applicable Davis-Bacon prevailing wage determinations for this Development are as set forth in Exhibit A to this letter. The Federal Labor Standards provisions are also attached to this letter.

July __, 2021
Page 2

Please indicate your agreement to pay at least the greater of (1) the minimum hourly wage rate established by Michigan law or (2) the basic hourly prevailing wage rates set forth in Exhibit A and to comply with Federal Labor Standards during the construction of the Development by indicating your concurrence in the spaces provided for that purpose below. These prevailing wage determinations must be incorporated into the Construction Contract between the Owner and the Contractor (the "Contract"). The Owner and Contractor must also certify to the City of Lansing on a quarterly basis, beginning in _____, and ending upon completion of construction (as evidenced by the issuance of Certificates of Occupancy or equivalent on all of the units in the Development), that all laborers and mechanics have been paid prevailing wages as required by this Letter and under the Contract. The Certification issued by the Owner shall be in the form attached hereto as Exhibit B.

Sincerely,

CITY OF LANSING

By:_____

July __, 2021
Page 3

We hereby agree to require the Contractor to comply with the prevailing wage and other requirements contained in this letter, and to incorporate these requirements and the Federal Labor Standards Provisions in the Contract and each subcontract, as set forth in Exhibit C.

The provisions of this Letter may be enforced by the Owner, the City of Lansing, the U.S. Department of Labor, and, to the extent permitted by law, any person intended to be benefitted by them. A breach of the provisions of this Letter shall be considered a material breach of the Contract, and shall give the Owner the rights following a default under the Contract. A breach of the provisions of this Letter may also result in the debarment of the Contractor from future participation in U.S. Government contracts under 29 CFR Part 98.

SPONSOR:

JONATHAN ROSE COMPANIES

By:

Its: Managing Member

By:

Its:

We hereby agree to comply with the prevailing wage and other requirements listed in this letter, and agree that these requirements are hereby incorporated in the Contract. We further agree that representatives of each of the foregoing parties with enforcement rights shall have full and free access, during working hours and after reasonable notice, to all our labor- related books of account and records, including, but not limited to, time sheets, company payrolls and certified payrolls, relating to the work under the Contract, including the right to make excerpts or transcripts from such books of account and records and related and supporting documents and statements. We further agree that we shall promptly respond to all requests for information made by the City of Lansing respecting compliance with these requirements.

We shall further cause and require to be included in all subcontracts a provision that representatives of the City of Lansing shall have full and free access, during working hours and after reasonable notice, to all labor-related books of account and records, including, but not limited to, time sheets, company payrolls and certified payrolls, of the subcontractor relating to the work under the Contract, including the right to make excerpts or transcripts from such books of account and records and related and supporting documents and statements.

_____ Construction Company, Inc.

By:

Its:

EXHIBIT A
**Cedar
Place
Apartments**

"General Decision Number: MI20210014 07/16/2021

Superseded General Decision Number: MI20200014

State: Michigan

Construction Type: Residential

County: Ingham County in Michigan.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/29/2021
2	07/16/2021

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 19.85	20.71

* ELEC0252-006 06/01/2021

Townships of Bunker Hill, Leslie, Onondaga and Stockbridge

	Rates	Fringes
ELECTRICIAN.....	\$ 33.69	20%+10.80

* ELEC0665-010 05/31/2021

Townships of Alaiedon, Aurelius, Delhi, Ingham, Lansing, Leroy, Locke, Meridian, Vevay, Wheatfield, White Oak and Williamson

	Rates	Fringes
ELECTRICIAN.....	\$ 30.00	9.25+5.5%

ENGI0325-029 06/01/2020

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 40.38	24.85
GROUP 2.....	\$ 37.08	24.85
GROUP 3.....	\$ 34.43	24.85

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.
Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Bulldozer; Crane; Grader/Blade; Loader; Scraper

IRON0025-004 06/01/2019		
	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 36.77	29.03

LABO0499-008 10/01/2014		
	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.72	12.75

PAIN0845-002 05/21/2014		
	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 16.43	11.85

PLUM0333-003 06/18/2018		
	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 25.82	18.47
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 25.82	18.47

ROOF0070-012 06/01/2020		
	Rates	Fringes
ROOFER.....	\$ 30.43	15.68

SHEE0007-023 05/01/2018		
	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 24.93	9.65

SUMI2010-012 09/16/2010		
	Rates	Fringes

CARPENTER, Excludes Form Work.....	\$ 17.64	6.70
CEMENT MASON/CONCRETE FINISHER....	\$ 19.27	5.85
LABORER: Common or General.....	\$ 17.21	5.46
LABORER: Landscape.....	\$ 9.64	2.81
LABORER: Pipelayer.....	\$ 17.95	5.46
OPERATOR: Backhoe/Excavator.....	\$ 19.94	5.46
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 17.66	7.65
TRUCK DRIVER: Dump Truck.....	\$ 17.00	5.71

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

EXHIBIT B

Prevailing Wage Certification

[INSERT DATE]

City of Lansing
Attn: City Assessor's Office
124 W. Michigan Avenue
Lansing, Michigan

RE: CEDAR PLACE ASSOCIATES LIMITED PARTNERSHIP

Pursuant to that certain Prevailing Wage Letter Agreement (the "Letter") dated _____, the undersigned, CEDAR PLACE ASSOCIATES LIMITED PARTNERSHIP ("Owner"), and _____ Construction Company, Inc. ("Contractor"), hereby certify, each on their own behalf and to the best of their knowledge, to the City of Lansing that each have complied with the requirements of the Letter and that all laborers and mechanics have been paid prevailing wages as required by the Letter and under the Contract.

CEDAR PLACE ASSOCIATES LIMITED
PARTNERSHIP

By:

Its: Managing Member

By: _____

Its:

_____ Construction Company, Inc.

By: _____

Its:

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 -day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215 -0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215- 0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215 -0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e. g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A. 3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A. 3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to, and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

form HUD-4010 (06/2009)

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; Liability for unpaid wages; Liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91- 54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, August 23, 2021 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

An Ordinance of the City of Lansing, Michigan, to amend the Code of Ordinances of the City of Lansing by adding a new Section 884.13 for the purposes of providing for an extension of a Service Charge in Lieu Of Taxes for ninety-eight (98) low income elderly dwelling units in a project known as The Porter Senior Apartments, pursuant to the provisions of the State Housing Development Authority Act of 1966, as amended.

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

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

Department of Economic
Development and Planning
Brian McGrain, Director



Andy Schor, Mayor

Development Office
316 N. Capitol Avenue, Suite D-1
Lansing, Michigan 48933
PH: 517.483.4040 – FAX: 517.483.6036
www.lansingmi.gov/development

MEMORANDUM

TO: Mayor Schor

FROM: Barbara Kimmel, Interim Development Manager

DATE: 7.16.21

SUBJECT: PILOT Ordinance for Porter Apartments (The Porter)

In July of 2021, Economic Development and Planning (ED&P) received an application for Payment In Lieu of Taxes (PILOT) from Redwood Housing Partners LLC, as well as required documentation.

Request and description of project: The request for a site specific PILOT ordinance is submitted by Redwood Housing Partners, LLC. The request is for a 40-year 4% PILOT for property located at 505 Townsend (TPN 33-01-01-16-380-073). This project includes \$9,373,976 for renovation and upon completion will contain a total of 98 1-bedroom units designated as affordable housing for the elderly, including 5 barrier free units. The project will be submitted for Low Income Housing Tax Credit award in October 2021. Construction will be completed in 2022. The project will target MSHDA Green Standards.

Project Financing: This project is for rehabilitation of the existing apartment building housing 98 units. It will be competing for Low Income Housing Tax Credits to be awarded by MSHDA. If approved for tax credits, the basic criteria will be met in order to be considered for a 4% PILOT. The Owner anticipates permanently financing the project using Historic Tax Credit Equity, operations, General Partner equity and deferred Developer fee, for a total development cost of \$22,781,635.00

The draft PILOT Ordinance is attached, along with the Prevailing Wage agreement and a Resolution for Setting a Public Hearing.

THE DED&P NOW ASKS THE MAYOR TO FORWARD THE ATTACHED PILOT ORDINANCE TO CITY COUNCIL FOR TIMELY PLACEMENT ON THE CITY COUNCIL AGENDA FOR THE SCHEDULED MEETING ON JULY 26, 2021.

“Equal Opportunity Employer”

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND THE CODE OF ORDINANCES OF THE CITY OF LANSING BY ADDING A NEW SECTION 884.____ FOR THE PURPOSES OF PROVIDING FOR AN EXTENSION OF A SERVICE CHARGE IN LIEU OF TAXES FOR NINETY-EIGHT (98) LOW INCOME ELDERLY DWELLING UNITS IN A PROJECT KNOWN AS THE PORTER, PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966, AS AMENDED.

THE CITY OF LANSING ORDAINS:

SECTION 1. THAT CHAPTER 884 OF THE CODE OF ORDINANCES OF THE CITY OF LANSING, MICHIGAN BE AMENDED TO ADD A NEW SECTION 884.____ TO READ AS FOLLOWS:

884.____ THE PORTER

(A) *PURPOSE*. IT IS ACKNOWLEDGED THAT IT IS A PROPER PUBLIC PURPOSE OF THE STATE AND ITS POLITICAL SUBDIVISIONS TO PROVIDE HOUSING FOR ITS RESIDENTS OF LOW AND MODERATE INCOME AND TO ENCOURAGE THE DEVELOPMENT OF SUCH HOUSING BY PROVIDING FOR A SERVICE CHARGE IN LIEU OF PROPERTY TAXES IN ACCORDANCE WITH THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966, BEING PUBLIC ACT 346 OF 1966, AS AMENDED [MCL 125.1401, ET SEQ.]. THE CITY IS AUTHORIZED BY SUCH ACT TO ESTABLISH OR CHANGE THE SERVICE CHARGE TO BE PAID IN LIEU OF TAXES BY ANY OR ALL CLASSES OF HOUSING EXEMPT FROM TAXATION UNDER SUCH ACT AT ANY AMOUNT IT CHOOSES, NOT TO EXCEED THE TAXES THAT WOULD BE PAID BUT FOR THE ACT. IT IS FURTHER ACKNOWLEDGED THAT SUCH

1 HOUSING FOR ELDERLY PERSONS OF LOW AND MODERATE INCOME IS A
2 PUBLIC NECESSITY, AND AS THE CITY WILL BE BENEFITED AND IMPROVED BY
3 SUCH HOUSING, THE ENCOURAGEMENT OF THE SAME BY PROVIDING
4 CERTAIN REAL ESTATE TAX EXEMPTION FOR SUCH HOUSING IS A VALID
5 PUBLIC PURPOSE.

6 (B) *DEFINITIONS.*

7 (1) "*ACT*" MEANS THE STATE HOUSING DEVELOPMENT AUTHORITY ACT,
8 BEING PUBLIC ACT 346 OF 1966, AS AMENDED.

9 (2) "*ANNUAL SHELTER RENTS*" MEANS THE TOTAL COLLECTIONS DURING AN
10 AGREED ANNUAL PERIOD FROM ALL ELDERLY PERSONS OF LOW OR
11 MODERATE INCOME, OCCUPYING THE HOUSING DEVELOPMENT
12 REPRESENTING RENTS FOR OCCUPANCY, WHICH RENTAL AMOUNTS
13 SHALL BE EXCLUSIVE OF CHARGES FOR GAS, ELECTRICITY, HEAT, STEAM
14 OR OTHER UTILITIES FURNISHED TO THE OCCUPANTS.

15 (3) "*AUTHORITY*" MEANS THE MICHIGAN STATE HOUSING DEVELOPMENT
16 AUTHORITY.

17 (4) "*ELDERLY PERSON(S)*" MEANS (i) A SINGLE PERSON WHO IS 55 YEARS OF
18 AGE OR OLDER OR A HOUSEHOLD IN WHICH AT LEAST ONE MEMBER IS 55
19 YEARS OF AGE OR OLDER OR (ii) A PERSON WITH DISABILITIES, A
20 DISABLED FAMILY, OR DISPLACED FAMILY ALL AS DEFINED IN 24 CFR
21 5.403.

1 (5) "*HOUSING DEVELOPMENT* " OR "*DEVELOPMENT*" MEANS A DEVELOPMENT
2 WHICH CONTAINS A SIGNIFICANT ELEMENT OF HOUSING FOR ELDERLY
3 PERSONS OF LOW AND MODERATE INCOME AND SUCH ELEMENTS OF
4 OTHER HOUSING, COMMERCIAL, RECREATIONAL, INDUSTRIAL,
5 COMMUNAL AND EDUCATIONAL FACILITIES AS THE AUTHORITY MAY
6 DETERMINE WILL IMPROVE THE QUALITY OF THE DEVELOPMENT AS IT
7 RELATES TO HOUSING FOR ELDERLY PERSONS OF LOW AND MODERATE
8 INCOME. FOR THE PURPOSE OF THIS SECTION, THE NAME OF THIS
9 DEVELOPMENT IS THE PORTER, AND IS LEGALLY DESCRIBED AS
10 FOLLOWS:

Land Situated in the State of Michigan, County of Ingham, City of Lansing.

That part of Lots 7, 8, 9, 10, 11 and 12, Block 148, ORIGINAL PLAT OF THE CITY OF LANSING, Ingham County, Michigan, as recorded in Liber 2, Page 36 of Plats, Ingham County Records, described as: Beginning at the Northwest corner of Lot 12, Block 148; thence North 89 degrees 56 minutes 49 seconds East 122.52 feet on the North line of Block 148; thence South 00 degrees 04 minutes 36 seconds West 90.00 feet on a line 17.0 feet East of the East wall of the existing apartment building; thence South 47 degrees 31 minutes 21 seconds West 6.64 feet; thence South 00 degrees 04 minutes 36 seconds West 72.0 feet; thence South 89 degrees 49 minutes 35 seconds East 4.09 feet; thence South 00 degrees 04 minutes 37 seconds West 163.16 feet to the South line of Lot 8; thence North 89 degrees 59 minutes 02 seconds West 22.00 feet; thence South 00 degrees 16 minutes 09 seconds West 65.88 feet to the South line of Lot 7; thence South 89 degrees 56 minutes 24 seconds West 36.00 feet; thence North 00 degrees 09 minutes 48 seconds East 66.27 feet to the South line of Lot 8; thence South 89 degrees 42 minutes 06 seconds West 63.15 feet to the West line of Block 148; thence North 00 degrees 00 minutes 00 seconds East 329.51 feet on the West line of Block 148 to the point of beginning.

Tax Parcel: 33-01-01-16-380-073

11
12 (6) "*HUD*" MEANS THE DEPARTMENT OF HOUSING AND URBAN
13 DEVELOPMENT OF THE UNITED STATES GOVERNMENT.

(7) "*LOW INCOME HOUSING TAX CREDIT PROGRAM*" MEANS THE PROGRAM ESTABLISHED BY SECTION 42 OF THE UNITED STATES INTERNAL REVENUE CODE.

(8) "*LOW OR MODERATE INCOME*" MEANS LOW OR MODERATE INCOME ELIGIBILITY UNDER THE AUTHORITY ACT OR RULES.

(9) "*MORTGAGE LOAN*" MEANS A FEDERALLY-AIDED LOAN TO BE MADE BY A PRIVATE ENTITY OR A FEDERALLY-AIDED LOAN INSURED BY HUD, OR A LOAN FROM THE AUTHORITY FOR THE FINANCING OF THE PURCHASE OR REHABILITATION OF THE HOUSING DEVELOPMENT.

(10) "*SPONSOR*" MEANS A PERSON OR OTHER ENTITY WITH A HOUSING DEVELOPMENT WHICH IS FINANCED OR ASSISTED PURSUANT TO THE ACT. FOR PURPOSES OF THIS SECTION, THE SPONSOR OF THE PORTER IS THE PORTER LIMITED HOUSING ASSOCIATION LIMITED PARTNERSHIP, OR ITS SUCCESSORS OR ASSIGNS.

(11) "*UTILITIES*" MEANS FUEL, WATER, HEAT, STEAM, SANITARY SEWER AND/OR ELECTRICAL SERVICE, WHICH IS PAID FOR BY THE HOUSING DEVELOPMENT, AS DEFINED IN THE ACT.

(12) OTHER TERMS. ALL TERMS REFERENCING THE ACT BUT NOT DEFINED IN THIS SECTION SHALL HAVE THE SAME MEANING GIVEN IN THE ACT.

(C) *ESTABLISHMENT OF ANNUAL SERVICE CHARGE.*

(1) THE CITY ACKNOWLEDGES THAT THE SPONSOR AND THE AUTHORITY HAVE ESTABLISHED THE ECONOMIC FEASIBILITY OF THE PORTER IN

1 RELIANCE UPON THE ENACTMENT AND CONTINUING EFFECT OF THIS
2 SECTION AND UPON THE QUALIFICATION OF THE NINETY-EIGHT (98)
3 UNITS OF ELDERLY HOUSING IN THE HOUSING DEVELOPMENT FOR
4 EXEMPTION FROM ALL PROPERTY TAXES AS ESTABLISHED IN THIS
5 SECTION.

6 (2) SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THIS SECTION AND
7 THE ACT, THE NINETY-EIGHT (98) UNITS IN THE ELDERLY HOUSING
8 DEVELOPMENT FOR PERSONS OF LOW AND MODERATE INCOME
9 IDENTIFIED AS THE PORTER SENIOR APARTMENTS AND THE PROPERTY ON
10 WHICH THEY ARE CONSTRUCTED SHALL BE EXEMPT FROM ALL
11 PROPERTY TAXES FOR FORTY (40) YEARS, COMMENCING WITH THE FIRST
12 YEAR OF EXEMPTION AS SET FORTH IN PARAGRAPH (C)(4) HEREOF.

13 (3) IN LIEU OF ALL SAID PROPERTY TAXES ON THE NINETY-EIGHT (98) UNITS
14 IN THE ELDERLY HOUSING DEVELOPMENT, THE SPONSOR SHALL PAY,
15 AND THE CITY WILL ACCEPT, AN ANNUAL SERVICE CHARGE FOR PUBLIC
16 SERVICES IN THE SUM EQUAL TO FOUR PERCENT (4%) OF THE ANNUAL
17 SHELTER RENTS ACTUALLY COLLECTED, LESS THE ANNUAL AMOUNT OF
18 UTILITIES PAID DURING THE SAME PERIOD.

19 (4) THE EXEMPTION PROVIDED UNDER THIS SECTION SHALL RESCIND AND
20 REPLACE ANY PRIOR EXEMPTIONS AND SHALL COMMENCE EFFECTIVE ON
21 JANUARY 1 OF THE CALENDAR YEAR FOLLOWING THE YEAR IN WHICH
22 THE SPONSOR ENTERS INTO A NEW MORTGAGE LOAN WITH THE
23 AUTHORITY AND COMPLIES WITH SECTION 15A(1) OF 1966 PA 346, AS

1 AMENDED, CODIFIED AS MCL 125.1415(a)(1), WHICH PROVIDES: THE OWNER
2 OF A HOUSING PROJECT ELIGIBLE FOR THE EXEMPTION SHALL FILE WITH
3 THE LOCAL ASSESSING OFFICER (THE CITY ASSESSOR) A NOTIFICATION OF
4 THE EXEMPTION, WHICH SHALL BE IN AN AFFIDAVIT FORM AS PROVIDED
5 BY THE AUTHORITY. THE COMPLETED AFFIDAVIT FORM FIRST SHALL BE
6 SUBMITTED TO THE AUTHORITY FOR CERTIFICATION BY THE AUTHORITY
7 THAT THE PROJECT IS ELIGIBLE FOR THE EXEMPTION. THE OWNER THEN
8 SHALL FILE, OR CAUSE TO BE FILED, THE CERTIFIED NOTIFICATION OF THE
9 EXEMPTION WITH THE LOCAL ASSESSING OFFICER BEFORE NOVEMBER 1
10 OF THE YEAR PRECEDING THE TAX YEAR IN WHICH THE EXEMPTION IS TO
11 BEGIN.

12 (5) IN ADDITION TO THE CERTIFICATION REQUIRED PURSUANT TO
13 SUBSECTION (C)(4), THE SPONSOR SHALL PROVIDE FOR THE HOUSING
14 DEVELOPMENT ANNUALLY IN WRITING TO THE CITY ASSESSOR FOR THE
15 PRECEDING YEAR IN WHICH THE PROPERTY TAX EXEMPTION WAS IN
16 EFFECT:

17 A. THE ANNUAL AUDITED ACCOUNTING REPORT FOR THE PAYMENT IN
18 LIEU OF TAXES; AND

19 B. A CERTIFIED STATEMENT IDENTIFYING ALL THE UNITS RENTED TO
20 ELDERLY PERSONS OF LOW OF MODERATE INCOME; AND

21 C. IF REQUESTED BY THE CITY, PROOF THAT THE HOUSING
22 DEVELOPMENT UNITS HAVE NOT INCREASED, DECREASED, OR BEEN
23 ALTERED IN ANY MATERIAL FORM, WITH THE EXCEPTION OF

UPGRADES, LIKE KIND REPLACEMENTS OR REPAIRS NEEDED IN THE
ORDINARY COURSE OF BUSINESS, UNLESS THE CITY HAS OTHERWISE
AMENDED THE PROVISIONS OF THIS SECTION.

(D) *LIMITATION ON THE PAYMENT OF THE ANNUAL SERVICE CHARGE.*

NOTWITHSTANDING SUBSECTION (C), THE SERVICE CHARGE TO BE PAID EACH
YEAR IN LIEU OF TAXES FOR THE RENTAL HOUSING UNITS OF THE HOUSING
DEVELOPMENT PROJECT THAT IS TAX EXEMPT AND OCCUPIED BY RESIDENTS
OTHER THAN LOW OR MODERATE INCOME ELDERLY PERSONS SHALL BE
EQUAL TO THE FULL AMOUNT OF THE TAXES THAT WOULD OTHERWISE BE
DUE AND PAYABLE ON THAT PORTION OF THE HOUSING DEVELOPMENT
PROJECT IF THE PROJECT WERE NOT TAX EXEMPT.

(E) *PAYMENT OF ANNUAL SERVICE CHARGE.* THE SERVICE CHARGE IN LIEU OF
TAXES, AS ESTABLISHED UNDER THIS SECTION, SHALL BE PAYABLE IN THE
SAME MANNER AS GENERAL PROPERTY TAXES ARE PAYABLE TO THE CITY,
AND DISTRIBUTED TO THE SEVERAL UNITS LEVYING THE GENERAL
PROPERTY TAX IN THE SAME PROPORTION AS PREVAILED WITH THE GENERAL
PROPERTY TAX IN THE PREVIOUS YEAR, EXCEPT THAT THE ANNUAL
PAYMENT SHALL BE MADE ON OR BEFORE JULY 1 OF THE YEAR FOLLOWING
THE YEAR UPON WHICH SUCH CHARGE IS CALCULATED. COLLECTION
PROCEDURE SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE
GENERAL PROPERTY TAX ACT (1893 PA 206, AS AMENDED; MCL 211.1, ET SEQ.).

(F) *CONTRACTUAL EFFECT.* NOTWITHSTANDING THE PROVISIONS OF SECTION
15(A)(5) OF THE ACT TO THE CONTRARY, A CONTRACT BETWEEN THE CITY

1 AND THE SPONSOR WITH THE AUTHORITY AS THIRD-PARTY BENEFICIARY
2 UNDER THE CONTRACT, TO PROVIDE TAX EXEMPTION AND ACCEPT PAYMENT
3 IN LIEU OF TAXES AS PREVIOUSLY DESCRIBED, IS EFFECTUATED BY THE
4 ENACTMENT OF THIS SECTION.

5 (G) *COMMENCEMENT AND DURATION.* THE PROPERTY TAX EXEMPT STATUS OF
6 THE HOUSING DEVELOPMENT PROJECT ACKNOWLEDGED BY THIS
7 AGREEMENT SHALL REMAIN IN EFFECT AND SHALL NOT TERMINATE SO LONG
8 AS THE MORTGAGE LOAN FOR THE HOUSING DEVELOPMENT PROJECT
9 REMAINS OUTSTANDING AND UNPAID, BUT NOT TO EXCEED FORTY (40)
10 YEARS FOLLOWING THE YEAR IN WHICH THE EXEMPTION COMMENCES
11 HEREUNDER, PROVIDED THAT THE SPONSOR COMPLIES WITH THE
12 REQUIREMENTS OF THE ACT AND THIS SECTION, AND FURTHER PROVIDED
13 THAT THE HOUSING DEVELOPMENT CONTINUES TO BE RENTED TO LOW OR
14 MODERATE INCOME ELDERLY PERSONS AT RENTS DETERMINED UNDER THE
15 LOW INCOME HOUSING TAX CREDIT PROGRAM OR AS DETERMINED BY THE
16 HAP CONTRACT, AS THE SAME MAYBE FURTHER AMENDED OR SUPERSEDED,
17 OR THERE IS AN AUTHORITY-AIDED OR FEDERALLY-AIDED MORTGAGE ON
18 THE HOUSING DEVELOPMENT AS PROVIDED IN THE ACT, OR THE AUTHORITY
19 OR HUD HAS AN INTEREST IN THE PROPERTY. IF THE SPONSOR CHANGES THE
20 SCOPE OR PURPOSE OF THE NINETY-EIGHT (98) UNITS OF HOUSING WITHIN
21 THE DEVELOPMENT TO SOMETHING OTHER THAN PROVIDING HOUSING FOR
22 ELDERLY RESIDENTS OF LOW OR MODERATE INCOME WITHOUT THE
23 CONSENT OF THE CITY OF LANSING, BY AND THROUGH ITS

1 REPRESENTATIVES, AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE
2 LANSING CITY CHARTER, THIS SECTION SHALL AUTOMATICALLY EXPIRE AND
3 BE OF NO EFFECT. IF THE REHABILITATION OF THE HOUSING DEVELOPMENT
4 DOES NOT COMMENCE WITHIN 2 YEARS FROM THE EFFECTIVE DATE OF THIS
5 SECTION, THIS SECTION SHALL AUTOMATICALLY EXPIRE AND BE OF NO
6 EFFECT.

7 Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules
8 inconsistent with the provisions hereof are hereby repealed as they pertain to the Porter, as
9 contemplated herein.

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

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

15
16
17
18
19
20 Approved as to form:

21
22
23 _____
24 James D. Smiertka, City Attorney

25 Dated: _____
26

July __, 2021

PORTER SENIOR APARTMENTS ("Owner")

Attn:

Re: Prevailing Wage ("Davis-Bacon") Determination for PORTER SENIOR
APARTMENTS (the "Development")

To Whom it May Concern:

City of Lansing policy requires the enforcement of the Davis-Bacon Act and other federal labor standards and requirements with respect to all housing developments receiving a benefit from the City of Lansing. The City of Lansing has agreed to grant tax exempt status to the Development and to accept a payment in lieu of taxes pursuant to the contract between the City of Lansing and the Owner. The Davis-Bacon Act requires the Owner and the Contractor to agree to pay prevailing wages to all laborers and mechanics providing work at the Development, and to certify the payment of those prevailing wage rates. The applicable Davis-Bacon prevailing wage determinations for this Development are as set forth in Exhibit A to this letter. The Federal Labor Standards provisions are also attached to this letter.

July __, 2021
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Please indicate your agreement to pay at least the greater of (1) the minimum hourly wage rate established by Michigan law or (2) the basic hourly prevailing wage rates set forth in Exhibit A and to comply with Federal Labor Standards during the construction of the Development by indicating your concurrence in the spaces provided for that purpose below. These prevailing wage determinations must be incorporated into the Construction Contract between the Owner and the Contractor (the "Contract"). The Owner and Contractor must also certify to the City of Lansing on a quarterly basis, beginning in _____, and ending upon completion of construction (as evidenced by the issuance of Certificates of Occupancy or equivalent on all of the units in the Development), that all laborers and mechanics have been paid prevailing wages as required by this Letter and under the Contract. The Certification issued by the Owner shall be in the form attached hereto as Exhibit B.

Sincerely,

CITY OF LANSING

By:_____

July __, 2021
Page 3

We hereby agree to require the Contractor to comply with the prevailing wage and other requirements contained in this letter, and to incorporate these requirements and the Federal Labor Standards Provisions in the Contract and each subcontract, as set forth in Exhibit C.

The provisions of this Letter may be enforced by the Owner, the City of Lansing, the U.S. Department of Labor, and, to the extent permitted by law, any person intended to be benefitted by them. A breach of the provisions of this Letter shall be considered a material breach of the Contract, and shall give the Owner the rights following a default under the Contract. A breach of the provisions of this Letter may also result in the debarment of the Contractor from future participation in U.S. Government contracts under 29 CFR Part 98.

SPONSOR:
JONATHAN ROSE COMPANIES
By:
Its: Managing Member

By:
Its:

We hereby agree to comply with the prevailing wage and other requirements listed in this letter, and agree that these requirements are hereby incorporated in the Contract. We further agree that representatives of each of the foregoing parties with enforcement rights shall have full and free access, during working hours and after reasonable notice, to all our labor- related books of account and records, including, but not limited to, time sheets, company payrolls and certified payrolls, relating to the work under the Contract, including the right to make excerpts or transcripts from such books of account and records and related and supporting documents and statements. We further agree that we shall promptly respond to all requests for information made by the City of Lansing respecting compliance with these requirements.

We shall further cause and require to be included in all subcontracts a provision that representatives of the City of Lansing shall have full and free access, during working hours and after reasonable notice, to all labor-related books of account and records, including, but not limited to, time sheets, company payrolls and certified payrolls, of the subcontractor relating to the work under the Contract, including the right to make excerpts or transcripts from such books of account and records and related and supporting documents and statements.

_____ Construction Company, Inc.

By:

Its:

EXHIBIT A
Porter Apartments Project 7/21/21

"General Decision Number: MI20210014 07/16/2021

Superseded General Decision Number: MI20200014

State: Michigan

Construction Type: Residential

County: Ingham County in Michigan.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/29/2021
2	07/16/2021

CARP1004-012 06/01/2020

Rates

Fringes

CARPENTER (Form Work Only).....\$ 19.85 20.71

* ELEC0252-006 06/01/2021

Townships of Bunker Hill, Leslie, Onondaga and Stockbridge

	Rates	Fringes
ELECTRICIAN.....	\$ 33.69	20%+10.80

* ELEC0665-010 05/31/2021

Townships of Alaiedon, Aurelius, Delhi, Ingham, Lansing, Leroy, Locke, Meridian, Vevay, Wheatfield, White Oak and Williamson

	Rates	Fringes
ELECTRICIAN.....	\$ 30.00	9.25+5.5%

ENGI0325-029 06/01/2020

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 40.38	24.85
GROUP 2.....	\$ 37.08	24.85
GROUP 3.....	\$ 34.43	24.85

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.

Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Bulldozer; Crane; Grader/Blade; Loader; Scraper

IRON0025-004 06/01/2019		
	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 36.77	29.03

LABO0499-008 10/01/2014		
	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.72	12.75

PAIN0845-002 05/21/2014		
	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 16.43	11.85

PLUM0333-003 06/18/2018		
	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 25.82	18.47
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 25.82	18.47

ROOF0070-012 06/01/2020		
	Rates	Fringes
ROOFER.....	\$ 30.43	15.68

SHEE0007-023 05/01/2018		
	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 24.93	9.65

SUMI2010-012 09/16/2010		
	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 17.64	6.70
CEMENT MASON/CONCRETE FINISHER...	\$ 19.27	5.85

LABORER: Common or General.....	\$ 17.21	5.46
LABORER: Landscape.....	\$ 9.64	2.81
LABORER: Pipelayer.....	\$ 17.95	5.46
OPERATOR: Backhoe/Excavator.....	\$ 19.94	5.46
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 17.66	7.65
TRUCK DRIVER: Dump Truck.....	\$ 17.00	5.71

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

EXHIBIT B

Prevailing Wage Certification

July __, 2021

City of Lansing
Attn: City Assessor's Office
124 W. Michigan Avenue
Lansing, Michigan

RE: PORTER SENIOR APARTMENTS

Pursuant to that certain Prevailing Wage Letter Agreement (the "Letter") dated _____, the undersigned, JONATHAN ROSE COMPANIES ("Owner"), and _____ Construction Company, Inc. ("Contractor"), hereby certify, each on their own behalf and to the best of their knowledge, to the City of Lansing that each have complied with the requirements of the Letter and that all laborers and mechanics have been paid prevailing wages as required by the Letter and under the Contract.

JONATHAN ROSE COMPANIES

By:

Its: Managing Member

By: _____

Its:

_____ Construction Company, Inc.

By: _____

Its:

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 -day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215 -0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215- 0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215 -0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e. g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A. 3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A. 3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to, and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

form HUD-4010 (06/2009)

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; Liability for unpaid wages; Liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91- 54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be on Monday, August 23, 2021 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

An Ordinance of the City of Lansing, Michigan, to amend the Lansing Codified Ordinances by amending Chapter 658 Section 658.03, to replace willful annoyance with the prohibition that no person shall threaten another person by word of mouth, gesture, or other physical action that accosts, molests, or otherwise harasses the other person.

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

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND THE LANSING CODIFIED ORDINANCES BY AMENDING CHAPTER 658 SECTION 658.03, TO REPLACE WILLFUL ANNOYANCE WITH THE PROHIBITION THAT NO PERSON SHALL THREATEN ANOTHER PERSON BY WORD OF MOUTH, GESTURE, OR OTHER PHYSICAL ACTION THAT ACCOSTS, MOLESTS, OR OTHERWISE HARASSES THE OTHER PERSON.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 658 Section 658.03, of the Code of Ordinances of the City of Lansing, Michigan be and is hereby amended to read as follows:

658.03. – ~~Annoying~~ THREATENING persons.

No person shall:

- (a) ~~Willfully annoy another person~~ THREATEN ANOTHER PERSON BY WORD OF MOUTH, GESTURE, OR OTHER PHYSICAL ACTION THAT ACCOSTS, MOLESTS, OR OTHERWISE HARASSES THE OTHER PERSON; or
- (b) Recklessly endanger the life, health or well being of another person.

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

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

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council and shall expire December 31, 2029.

Approved as to form:

City Attorney

Date: _____

INTRODUCTION OF ORDINANCE

Council Member Spitzley introduced:

An ordinance of the City of Lansing, Michigan, to amend the Lansing codified ordinances by amending Chapter 658 Section 658.03, to replace willful annoyance with the prohibition that no person shall threaten another person by word of mouth, gesture, or other physical action that accosts, molests, or otherwise harasses the other person.

The Ordinance is referred to the Committee on Equity Diversity & Inclusion

RESOLUTION #2021-175

RESOLUTION SETTING PUBLIC HEARING BY CITY COUNCIL

Resolved by the City Council of the City of Lansing that a public hearing be set for August 23, 2021, 2021 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 to amend the Lansing codified ordinances by amending Chapter 658 Section 658.03, to replace willful annoyance with the prohibition that no person shall threaten another person by word of mouth, gesture, or other physical action that accosts, molests, or otherwise harasses the other person.

RESOLUTION #2021-176

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

WHEREAS, the Mayor has made the appointment of Amanda Defrees as a member of the South Martin Luther King Jr. Boulevard Corridor Improvement Authority Board of Directors for a term to expire July 31, 2025; and

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

WHEREAS, the Committee on Development & Planning met on August 23, 2021 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Amanda Defrees as a member of the South Martin Luther King Jr. Boulevard Corridor Improvement Authority Board of Directors for a term to expire July 31, 2025.

RESOLUTION #2021-177

**BY THE COMMITTEE ON CITY OPERATIONS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING**

WHEREAS, the Mayor has made the reappointment of Nancy Mahlow as a 1st Ward member of the Board of Public Service for a term to expire June 30, 2025; and

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

WHEREAS, the Committee on City Operations met on August 18, 2021 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointment of Nancy Mahlow as a 1st Ward member of the Board of Public Service for a term to expire June 30, 2025.

RESOLUTION #2021-178

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

WHEREAS, to provide departments additional time to prepare customers for the increased Non-sufficient funds NSF check fee, the City of Lansing intends to reverse the adopted fee increase to be revisited at a later date;

NOW, THEREFORE, BE IT RESOLVED, that the following changes to the City's fees and charges be adopted:

Fee Proposed	Effective Date	From	To
Finance/Treasury			
NSF Checks (FY 2021)	7/1/2021	50.00	25.00

RESOLUTION #2021-179

**BY THE COMMITTEE ON EQUITY DIVERSITY AND INCLUSION
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING**

WHEREAS, the Amaia Alysse Edmond Memorial was founded by her father, John Edmond, in 2010, after her passing; and

WHEREAS, her father and family, inspired by the tragic event of her passing, have worked diligently since that time to make the youth aware of the initiative to Keep the Peace, Stop the Violence and provide educational materials to teach the youth that violence is not the answer; and

WHEREAS, her father has continued to reach out to crime victims and their families to offer assistance after their loss and educate them on the Gift of Life organization; and

WHEREAS, the Gift of Life helped the Edmond family honor Amaia's life through donation, and she was able to save five (5) lives and allow those to carry on their lives; and

WHEREAS, August is National Minority Donor Awareness month where attention is called to fill the gap between the number of organ donors and the number of African American, Latinix, and Asian Americans who need life-saving organs and tissue; and

WHEREAS, on August 12, 2021 the Michigan Gift of Life celebrated John Edmond by honoring him as a Gift of Life Champion; and

WHEREAS, more than 100,000 people are waiting for life-saving organ in the US. Of those more than 60% represent racial and ethnic minorities. In Michigan there are approximately 2,500 people waiting for life-saving organs. Of the more than 101,000 people waiting on the national list for a new kidney approximately 64% are African-American, Latinix, or of Middle Eastern decent; and

WHEREAS, in 2019 while 28.7 percent of people waiting for kidney transplants are African Americans they comprised only 12.5% of the organ donors in the United States.

NOW THEREFORE BE IT RESOLVED, that the City of Lansing formally designates May 31st every year beginning in 2022, which would have been Amaia Alysse Edmond birthday, as the Amaia Alysse Edmond Gift of Life Day in the City of Lansing.

RESOLUTION #2021-180

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

That the following grant acceptance is approved:

WHEREAS the State of Michigan Department of Treasury has given preliminary notice of its intent to award a Financially Distressed Cities, Villages, and Townships (FDCVT) grant in the amount of up to \$100,000 toward reimbursement of expenditures required to implement the Capital City Comeback – Large Capacity Commercial Tax Scanner Project.

WHEREAS the State of Michigan requires each municipality's governing body to adopt a resolution authorizing participation in the proposed project prior to finalizing the award of grants from the State of Michigan's FDCVT grant program.

WHEREAS the City of Lansing acknowledges that it has filed its annual financial report (F65) or audit per the Uniform Budgeting and Account Act or the Uniform System of Accounting Act, has filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act as applicable, is not delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, and does not have a payment due and owing to the state and thus is eligible to participate in a FDCVT grant funded project.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council hereby authorize participation in the Capital City Comeback – Large Capacity Commercial Tax Scanner Project and on behalf of the City of Lansing authorizes Jake Brower (Budget Director) to provide this resolution indicating approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to the FDCVT requirements.

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



Chris Swope

Lansing City Clerk

August 19, 2021

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

Dear Councilmembers:

The Minutes from the Meetings of the following Boards, Commissions, and Authorities of the City of Lansing were placed on file in the City Clerk's Office and are available for review in the City Clerk's Office and at the following website:
<http://lansingmi.gov/AgendaCenter>

BOARD NAME

DATE OF MEETING

Historic District Commission	July 12, 2021
Downtown Lansing Inc. Board	July 8, 2021
Board of Public Service	July 8, 2021
Board of Zoning Appeals	June 10, 2021
Board of Ethics	June 8, 2021
Police and Fire Retirement System Board	July 20, 2021
Employees' Retirement System Board	July 20, 2021
Board of Police Commissioners	August 17, 2021

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

Sincerely,

Chris Swope, MMC/MiPMC
Lansing City Clerk

Lansing City Clerk's Office
Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695
517-483-4131 □ 517-377-0068 FAX
www.lansingmi.gov/clerk □ city.clerk@lansingmi.gov

RESOLUTION 2021-###

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

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

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

WHEREAS, previous dates, June 4, 5, 18, 19, July 3, 4, 16, 17, 30, 31, August 13, 14, 27, 28, and September 18 with rain dates of July 2 and September 17 are already approved.

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

FIREWORKS DISPLAY LICENSE:

Melrose Pyrotechnics Inc. for a public display of fireworks in the City of Lansing at Jackson National Life Stadium, 505 E Michigan Ave. to be held for an additional date of September 25



Application for Fireworks Display

Instructions

General

- It is highly recommended to have all the documents ready for uploading prior to submission.
- All attachments must be in a PDF format.
- PDF files should be compressed to the smallest size possible.
- If you need more time to get additional documents together, please save your application as a draft and come back to it when you are ready.
- Applications left open for more than 24 hours will need to be started over.
- If you have submitted the wrong document prior to submission of the application, or wish to update a document after submission of the application, please notify the Clerk's Office in writing at city.clerk@lansingmi.gov.
- It is the responsibility of the submitter to ensure they receive an email confirming the receipt of their application. If they do NOT receive an email with a confirmation number within 24 hours of submitting the application, it is the submitter's responsibility to notify the Clerk's Office in writing at city.clerk@lansingmi.gov.

Payments

- Payment fee must be RECEIVED by the Clerk's Office before the application will be reviewed. Failure to remit payment in a timely manner may result in denial of your application.
- Cash, Credit Card, Debit Card, Check, Electronic Check (ACH) & Money Order are accepted.
- Electronic Checks (ACH), Credit and Debit cards are accepted through the City's Point and Pay site. There is a 3% convenience fee for credit and debit card transactions.

Application Information

Annual non-refundable License fee: \$150.00

Application for a license required by this section shall be made in writing to the City Clerk at least 30 business days before the proposed date of the use or display unless application within a shorter period of time is approved by the Fire Marshal. Fill out and submit this form. Bring the materials listed below to the City Clerk's office to complete the application process.

Materials

- 1. Non-Refundable License fee of \$150
- 2. Proof of an insurance policy naming the City as co-insured, available for the payment of any damages arising out of an act or omission of the licensee or his agents, employees, or subcontractors, covering the following: (a) At least \$500,000.00 for property damage; and (b) at least \$500,000.00 for injury to one person and \$1,000,000.00 for injury to two or more persons resulting from the same occurrence.
- 3. Copies of State issued identification for each person who will operate the display.
- 4. If the applicant is a nonresident person, written appointment of a resident agent to serve as legal representative upon whom all process in an action or proceeding against the person may be served.

(City Codified Ordinances - Chapter 1615.01-1615-06)

<http://mi-lansing.civicplus.com/171/Business-Licenses>

Applicant Information

Applicant Name *	Michael Falk		
Address *	Street Address		
	4369 E SUMMIT WOODS DR NE		
	Address Line 2		
	City	State / Province / Region	
	ROCKFORD	MI	
	Postal / Zip Code	Country	
	49341	United States	
Phone	16164270377	Email *	mfalk@melrosepyro.com

Business Information

Business Name *	Melrose Pyrotechnics Inc.
------------------------	---------------------------

Same Address as above? * ☒ Yes ☐ No

Business Owner Information

Same as Applicant? * ☐ Yes ☒ No

Business Owner Name * Michael Cartolano

Address *
Street Address
PO Box 302
Address Line 2
City Kingsbury State / Province / Region IN
Postal / Zip Code 46345 Country USA

Phone 800-771-7976 Email * mike@melrosepyro.com

Business Owner Date of Birth *

Display Information

Liability Information

Bond or Insurance ☐ Bond ☒ Insurance
(at least one
required) *

Insured by Britton Gallagher
(Documentation
Attached) *

Insurance \$ 5,000,000.00
Amount *

Expiration 9/26/2021
Date *

Event Information

Date of 9/25/2021
Display *

Start 10:00:00 PM
Time of
Display *

Exact Location of Jackson National Life Stadium, 505 E Michigan Ave, Lansing MI
Display *

Type and Quantity of Approximately 500 aerial display shells - 19mm to 2.5" in diameter
Fireworks to be used Approximately 25 close proximity special effects
in Display *

Manner and location No storage - Delivery on date of display
of the storage of the
fireworks prior to the
display *

Operators

List all Persons who will Operate the Display

Name *	Age *	Description of Relevant Experience *
Michael Falk	■	30 years experience / 400+ displays

Blane Quilhot  28 years experience / 250+ displays

Richard Quilhot  28 years experience / 250+ displays

*

Has the applicant, any person with an ownership interest in the applicant, or any person who will operate the display had any citation or conviction for, or guilty plea to, a violation of the laws of the United States, any State, or any local unit of government regulating the sale, use, or possession of fireworks? If yes, please include details

☐ Yes

☒ No

Electronic Signature Agreement *

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree

I certify that neither the Applicant nor any person with ownership interest is in default to the City of Lansing. By my signature, I swear (or affirm) that all information provided in this application is true.

Signature

MICHAEL FALK

Date Submitted 7/26/2021

Attachments

Attach your completed Treasury form using the **Attach** button, below. If you do not have one, you may download it [here](#).

Treasury Form *	Treasury Form.pdf	344.37KB
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Certificate of Insurance *	amended insurance certificate.pdf	96.63KB
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Insurance Endorsement Pages *	Insurance Endorsement.pdf	383.18KB
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Initials	I confirm that the City of Lansing is named as an Additional Insured Party on BOTH the Insurance Endorsement AND the Certificate of Insurance documentation.
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MICHAEL FALK

Copy of ID *	Copy of ID.pdf Copy of Photo ID	1005.05KB
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Approvals

Please choose your approval decision on the appropriate line and click **Submit**. If you deny, please provide a comment as to why.

License Desk	☒ Approved	☐ Denied
Attorney	☒ Approved	☐ Denied
Police	☒ Approved	☐ Denied
Fire_Marshal	☒ Approved	☐ Denied
Treasury	☒ Approved	☐ Denied
Treasurer Approval	☒ Approved	☐ Denied
City Clerk *	☒ Approved	☐ Denied

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson CPPB, Senior Buyer

DATE: August 17, 2021

SUBJECT: Sole Source Purchase – All City Management Services – School Crossing Guard Services

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

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

Department: Lansing Police Department
Vendor: All City Management Services
Item Purchased: School Crossing Guard Services
Dollar Amount: \$ 300,801.60 (July 1, 2021 thru June 30, 2022)

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

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

sr

**CITY OF LANSING**

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

TO: ALL CITY MANAGEMENT SERVICES
PO BOX 847436
LOS ANGELES, CA 90084-7436

PURCHASE ORDER

P.O. NUMBER	P087377
DATE	08/13/21
VENDOR I.D.	V009201
DELIVERY DATE	
FOB	
REQUISITION NO	PR016131
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

PHONE# (800) 540-9290 FAX#

Page 1 of 1

DELIVER ITEMS TO:

LANSING POLICE - ADMINISTRATIVE SUPPORT
120 W MICHIGAN AVENUE 4TH FLOOR
LANSING, MI 48933

SEND INVOICE TO:

LANSING POLICE - ADMINISTRATIVE SUP
120 W MICHIGAN AVENUE 4TH FLOOR
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	SCHOOL CROSSING GUARD SERVICES INCLUDES RECRUITING, STAFFING, BACKGROUND VETTING, TRAINING, EQUIPMENT, INSURANCE, SUPERVISIOIN, AND MANAGEMENT	300,801	EA	1.00	300,801.60
				TAX	0.00
				TOTAL	300,801.60

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

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

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Nicholas Tate, Deputy Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: August 11, 2021

SUBJECT: Sole Source – All City Management Services

The Lansing Police Department requests that All City Management Services be designated as a Sole Source vendor for the Staffing, training, and management of City of Lansing's School Crossing Guard Program.

Please see the attached letter from Chief Ellery Sosebee regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to All City Management Services the amount of \$ 300,801.60. This is a one-year contract per the request of the Lansing Police Department.

Attachment

Date:

Aug. 12, 2021

Approved X Denied


Andy Schor, Mayor



Andy Schor, Mayor

LANSING POLICE DEPARTMENT
BUDGET CONTROL AND ACCOUNTING SECTION

120 WEST MICHIGAN AVENUE
LANSING, MI 48933
PHONE: (517) 483-4808
FAX: (517) 377-0166



Ellery Sosebee, Interim Chief

TO: Stephanie Robinson
FROM: Ellery Sosebee, Interim Chief of Police
SUBJECT: Sole Source – All City Management Services
DATE: August 9, 2021

The Lansing Police Department requests the granting of a sole source status to All City Management Services for the staffing, training, and management of the City of Lansing's School Crossing Guard program. All City Management Services (hereafter referred to as ACMS) is the only company that exclusively provides private crossing guard services in partnership with law enforcement.

Current law reads as follows:

257.613c School crossing guard; responsibility of local law enforcement agency; instruction required; approval and conduct of courses.

Sec. 613c.

- (1) School crossing guards shall be the responsibility of the local law enforcement agency having immediate jurisdiction of the crossing.
- (2) A person shall receive a minimum of 4 hours instruction before performing the duties of a school crossing guard. Two hours of additional instruction shall be given annually to a school crossing guard before the beginning of each school year. The courses of instruction shall be approved by the department of education and the department of state police and conducted by the local law enforcement agency having jurisdiction or its designee.

History: Add. 1978, Act 227, Imd. Eff. June 14, 1978

The ACMS proposal is the most efficient solution for management of the Lansing school district's school crossing zones. ACMS will provide all recruiting, staffing, background vetting, training, equipment, insurance, inspections, supervision, and management of the City of Lansing Crossing Guard Program. LPD has utilized ACMS's services the past six years, and have found no faults with their service.

The proposal is for a one-year contract at the rate of \$23.21 per hour, per crossing guard. This is a 5.98% increase from last year's contract. Pricing is based upon 32 crossing sites for 2.0 hours per day for 180 days (\$267,379.20) and 2 crossing sites at

"Neighborhood Strong"



Andy Schor, Mayor

LANSING POLICE DEPARTMENT
BUDGET CONTROL AND ACCOUNTING SECTION

120 WEST MICHIGAN AVENUE
LANSING, MI 48933
PHONE: (517) 483-4808
FAX: (517) 377-0166



Ellery Sosebee, Interim Chief

4.0 hours per day for 180 days (\$33,422.40). The total contract amount is not to exceed \$300,801.60.

Thank you for your assistance with this matter.

A handwritten signature in blue ink, appearing to read "Ellery Sosebee".

Ellery Sosebee, Interim Chief of Police

"Neighborhood Strong"



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated July __, 2021 and is between the CITY OF LANSING (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2021 and ends on June 30, 2022 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by the City of Lansing.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).
12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-three Dollars and Twenty-one Cents (**\$23.21**) per hour, per Crossing Guard during the term. Based on a minimum of thirty-four (34) sites the Contractor shall bill a minimum of 2.0 hours per day, per Crossing Guard, unless Contractor fails to perform service. Based upon a projected (12,960) hours of service the cost shall not exceed Three Hundred Thousand, Eight Hundred and Two Dollars (\$300,802.00) per year.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.
19. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

CONTRACTOR

City of Lansing

All City Management Services, Inc.

By 
Signature

By 
D. Farwell, Corporate Secretary

Andy Schor Mayor

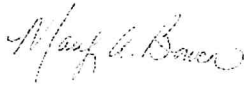
Print Name and Title

Date 8/7/2021

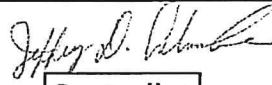
Date 7/13/21

Approved as to form

Certification as to availability of funds
and account number: 1013221-743000



for City Attorney



Controller

INTRODUCTION OF ORDINANCE

Council Member _____ introduced:

An ordinance of the City of Lansing, Michigan, for the purpose of creating the Diversity, Equity, and Inclusion (DEI) Advisory Board; to provide for its composition and function; and to define its duties.

The Ordinance is referred to the Committee on _____

RESOLUTION SETTING PUBLIC HEARING BY CITY COUNCIL

Resolved by the City Council of the City of Lansing that a public hearing be set for _____ 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 creating the Diversity, Equity, and Inclusion (DEI) Advisory Board; to provide for its composition and function; and to define its duties.

Interested Persons are invited to attend this Public Hearing

McClure, Joe

From: Backus, Robert
Sent: Friday, July 30, 2021 3:49 PM
To: Sosebee, Ellery
Cc: Frazier, Beth; McClure, Joe
Subject: Fwd: [EXTERNAL] MDHHS Agreement Proposal Status - STOPL-2022 STOP Violence Against Women Grant - 2022

All,

Our funding request was renewed. I will accept this. Joe, do you have the information to prepare the resolution? I believe renewed funding still goes to Council.

Sent from my iPhone

Begin forwarded message:

From: noreply@egrams-mi.net
Date: July 30, 2021 at 3:39:06 PM EDT
To: "Backus, Robert" <Robert.Backus@lansingmi.gov>
Subject: [EXTERNAL] MDHHS Agreement Proposal Status - STOPL-2022 STOP Violence Against Women Grant - 2022
Reply-To: henslerj1@michigan.gov

Dear Robert Backus:

Your proposal for STOPL-2022 - STOP Violence Against Women Grant - 2022 with the Michigan Department of Health and Human Services (MDHHS) has been approved. Congratulations on your grant award.

Next Steps

To accept and electronically sign your agreement in EGrAMS, please do the following:

1. Access EGrAMS by using the URL: <https://egrams-mi.com/MDHHS/>.
2. Before you login, click the "About EGrAMS" link in the navigation bar to access the "Grantee: Standard Agreement Instructions" material and download the PDF.
3. Have the **Authorized Official** login to EGrAMS using the URL: <https://egrams-mi.com/mdhhs/>.
4. Find the agreement by using the drop down menus at the top of your screen. Navigate to Level 1: Grantee, Level 2: Project Director, Level 3: Application Status, and click the green "Go" button.
5. Select the STOPL-2022 - STOP Violence Against Women Grant - 2022 program and click the "Find" button.
6. View the agreement by clicking the "View Contract" button.
7. Accept the agreement by clicking the "Sign Contract" button to electronically sign the agreement.

If you have questions on how to sign your agreement, please contact a Grants Section Help Desk:

MI E-Grants Help Desk

MDHHS-EGRAMS-HELP@michigan.gov

517-335-3359

Thank you for your cooperation and support.

Sincerely,

Laura A. Geist

Grants Section Manager

Michigan Department of Health and Human Services

Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
Lansing City
124 W. Michigan Ave.
Lansing MI 48933 2500
Federal I.D.#: 38-6004628, DUNS#: 069835882
hereinafter referred to as the "Grantee"
for
STOP Violence Against Women Grant - 2022
Part 1

1. Period of Agreement:

This Agreement will commence on the date of the Grantee's signature or October 1, 2021, whichever is later, and continue through September 30, 2022. No activity will be performed and no costs to the state will be incurred prior to October 1, 2021 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2021, whichever is later, shall be referred to as the start 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 \$179,906.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$134,929.00. 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.

The Agreement is designated as a:

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

The 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 which should be attached to the Final Financial Status Report. 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 through an amendment 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 activities described in Attachment A, which is part of this Agreement.

5. Financial Requirements:

The financial requirements shall be followed as described in Part 2 and Attachment B, which are part of this Agreement.

6. Performance/Progress Report Requirements:

The progress reporting methods shall be followed as described in Part 2 and Attachment C, which are part of this Agreement.

7. General Provisions:

The Grantee agrees to comply with the General Provisions as described in Part 2, 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 financial contact acting on behalf of the Grantee 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. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

11. Special Certification:

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official or Grantee.

12. Signature Section:

FOR the GRANTEE
Lansing City

Ellery Sosebee

Administrator

Name

Title

Date

For the Michigan Department of Health and Human Services

Jeanette Hensler

07/30/2021

Jeanette Hensler, Grants Division Director
Bureau of Grants and Purchasing

Date

Part 2
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 provides 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 Office of Communications 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 written authorization, at least 14 days in advance, from the Department's Office of Communications 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 Office of Communications.

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 commingled.

D. Reporting

Utilize all report forms and reporting formats required by the Department at the start 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 four 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 1, Section II. A.).

1. Required Audit or Audit Exemption Notice

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 2 CFR 200.511(c) for any audit findings that impact 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 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described 2 CFR 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 2 CFR 200 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 submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact 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 of the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). 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 from 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 any current grant agreements 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 from any payment from Department to the 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

1. 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:
 - a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.
 - b. Ensure the subrecipient complies with all the requirements of this Agreement.
 - c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).
 - d. 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 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
 - e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.
2. 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.
3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
4. 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 subcontractor 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 day of the month following the end of the quarter and a final report no later than 15 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 be 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 activities provided under this Agreement.

a. 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.

- b. State of Michigan travel rates may be found at the following website: http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.
- c. 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; AND
 - 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. The FFATA Executive Compensation report template can be found in EGrAMS documents.

Q. Insurance Requirements

- 1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be 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 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.

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 EGrAMS agency profile within three months of the start of the Agreement.
2. The 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.
 - a. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,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 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 contain 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 start date of this Agreement, and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

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 2, Section V.

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act (31 U.S.C. 1352) as revised by the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services and Education, and Related Agencies section of the current FY Omnibus Consolidated Appropriations Act. 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 and state statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on

- disabilities;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on 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 based on alcohol abuse or alcoholism;
 - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290 dd-2), 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 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 (P.L. 103-227; 20 U.S.C. 6081, 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 P.L. 103-227, any 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 Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508, 5 U.S.C. 7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (P.L. 95-454). 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. Employee Whistleblower Protections

The Grantee will comply with 41 U.S.C. 4712 and shall insert this clause in all subcontracts.

H. Clean Air Act and Federal Water Pollution Control Act

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

1. 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. Victims of Trafficking and Violence Protection Act

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

1. This Agreement and anyone working on this Agreement will be subject to P.L. 106-386 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 (P.L. 89-272), as amended.

1. This Agreement and anyone working on this Agreement will be subject to section 6002 of P.L. 89-272, 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 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 or delivery of any subcontracted product. 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 activities 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 four 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 2, 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 or other internet communication platforms or technologies, 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 or other internet communication platforms or technologies 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 party).
4. The Grantee must notify the Department within one 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 1, Section VIII. The operating advance will be administered as follows:

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. In no case may the advance exceed the amount required for 60 days of operating expenses. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
2. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records until fully recovered by the Department.
3. The 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. An offer from the Department 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 the 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 decide not to forward debt to Treasury.
 - f. Grantee representation by an attorney and presentation of witnesses if necessary.
5. If the Grantee has a recurring agreement with the Department, the Department requires an annual confirmation of the outstanding operating advance. 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

The Grantee shall electronically prepare and submit FSRs to the Department via the EGrAMS website <http://egrams-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.

The Grantee representative who submits the FSR 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 EGrAMS website <http://egrams-mi.com/mdhhs>. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

All Grantees must register using the on-line vendor self-service site 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 established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of unbilled expenditures for the entire Agreement period. The information on the report will be used to record the Department's year-end accounts payable and receivable 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. The Department will notify the Grantee of the date by which FSRs should be submitted to ensure payment prior to the payment suspension period.

3. Final FSRs

Final FSRs are due 30 days following the end of the 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 a potential reduction in a subsequent year 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 may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de

minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Governmental Grantees with an existing cost allocation plan may budget accordingly in lieu of an indirect cost rate. Non-governmental Grantees may use a cost allocation plan only if the plan was in place prior to December 26, 2014.

V. Agreement Termination

This Agreement may be terminated without further liability or penalty to the Department for any of the following reasons:

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. By either party with 30 days 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. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 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 work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses, 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 parts of the Agreement will continue in full force and effect.

IX. Waiver

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

X. Amendments

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department immediately upon determining the need for such change. The Department has sole discretion to approve or deny the amendment request. 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 because of claims, demands, costs, or judgments arising out of activities, such as but not limited to 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 because of this Agreement shall be resolved in the state of Michigan.

Attachment 1

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES SCHEDULE OF FINANCIAL ASSISTANCE

Lansing City

Source of Funds		Catalog of Federal Domestic Assistance (CFDA)		Federal Award				
Federal / State	Federal Agency Name	Number	Title	Award Number	Title	Federal Award Identification No.	Award Date	Amount
Federal (03000)	Department of Justice	16.588	Violence Against Women Formula Grants	30431 (18)	DOJSTOP VIOLENCE AGAINST WOMEN Regular PREA and MATCH	2018WFAX0002	09/11/2018	134,929.00
			Total Allocation					134,929.00

The federal funding provided by the Department is \$134,929.00.

Attachment 1b - APPROVED INDIRECT RATE

APPROVED INDIRECT RATE (S)

Rate Description	Indirect Rate %	Rate Base \$	Total Approved Indirect Costs
Total Approved Indirect Costs			

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 :	10/01/2021 - 09/30/2022
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 :	10/01/2021 - 09/30/2022
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 :	10/01/2021 - 09/30/2022
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

B1 Attachment B1 - Program Budget Summary

PROGRAM STOP Violence Against Women Grant - 2022			DATE PREPARED 7/30/2021		
CONTRACTOR NAME Lansing City			BUDGET PERIOD From : 10/1/2021 To : 9/30/2022		
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	108,667.00	81,500.00	27,167.00	0.00
2	Fringe Benefits	71,239.00	53,429.00	17,810.00	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	Subawards – Subrecipient Services	0.00	0.00	0.00	0.00
10	Specific Assistance	0.00	0.00	0.00	0.00
11	Miscellaneous	0.00	0.00	0.00	0.00
Total Program Expenses		179,906.00	134,929.00	44,977.00	0.00
TOTAL DIRECT EXPENSES		179,906.00	134,929.00	44,977.00	0.00
INDIRECT EXPENSES					
Indirect Costs					
1	Indirect Costs	0.00	0.00	0.00	0.00
2	Cost Allocation Plan	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		179,906.00	134,929.00	44,977.00	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	134,929.00	134,929.00	0.00	0.00
	Local	44,977.00	0.00	44,977.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	Total Source of Funds	179,906.00	134,929.00	44,977.00	0.00
	Totals	179,906.00	134,929.00	44,977.00	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	1870.9600	37.570	0.000	HRS	70,292.00	52,719.00	17,573.00	0.00
	Analyst	1871.0600	20.510	0.000	HRS	38,375.00	28,781.00	9,594.00	0.00
Total for Salary & Wages						108,667.00	81,500.00	27,167.00	0.00
2	Fringe Benefits								
	All Composite Rate Notes : Principal Investigator Only	0.0000	97.170	70292.00		68,303.00	51,227.00	17,076.00	0.00
	FICA Notes : Analyst Only	0.0000	7.650	38375.00		2,936.00	2,202.00	734.00	0.00
Total for Fringe Benefits						71,239.00	53,429.00	17,810.00	0.00
3	Occupancy								
4	Communication								
5	Supplies								
6	Equipment								
7	Transportation								
8	Contractual								
9	Subawards – Subrecipient Services								
10	Specific Assistance								
11	Miscellaneous								
Total Program Expenses						179,906.00	134,929.00	44,977.00	0.00
TOTAL DIRECT EXPENSES						179,906.00	134,929.00	44,977.00	0.00
INDIRECT EXPENSES									
Indirect Costs									
1	Indirect Costs								
2	Cost Allocation Plan								

	Line Item	Qty	Rate	Units	UOM	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						179,906.00	134,929.00	44,977.00	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](#)

RESOLUTION #2021-###

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

WHEREAS, In July, Lansing Police Department (LPD) submitted an application to the State of Michigan Department of Health and Human Services (MDHHS) for a Services-Training-Officers-Prosecutors (STOP) Violence Against Women grant; and

WHEREAS, LPD was informed on July 30, 2021, that it's has been approved to receive grant funding reimbursement of salaries and fringes; and

WHEREAS, the total grant compensation is \$179,906, of which \$134,929 is grant reimbursement funding, while \$44,977 is local match amount; and

WHEREAS, the local match amount is 25% of the total grant amount; and

WHEREAS, LPD plans to utilize the grant funds to fund two (2) positions – 1) a detective dedicated to investigating crimes related to domestic violence and stalking, and 2) a contracted crime analyst to support the investigations conducted by the grant detective; and

WHEREAS, the grant period is October 1, 2021 through September 30, 2022.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the \$134,929 grant from of Michigan Department of Health and Human Services; 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.

RESOLUTION #2021-###

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

WHEREAS, the Lansing Code Compliance Officer has declared a certain structure at 4511 S MARTIN LUTHER KING JR BLVD., Parcel # 33-01-01-32-427-031, legally described as: LOT 25 & N 12 FT LOT 26 & W 3 FT OF N 100 FT LOT 28 SONNENBERGS HALF ACRE SUB to be an unsafe and dangerous building and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, the Code Compliance Officer red tagged the said structure on December 7, 2018 and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, on May 27, 2021, the Lansing Demolition Board held a meeting to consider and make a recommendation on whether to declare the structure a dangerous building, as defined in the Housing Law of Michigan (MCLA 125.539) and the Lansing Housing and Property Maintenance Code (Ord. 1460.01, et seq.), and ordered the property owner to make safe or demolish the structure by July 27, 2021; and

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

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

NOW, THEREFORE, BE IT RESOLVED that a show cause hearing for Monday, _____, 2021 at 7:00 p.m. in Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan in consideration of the finding and order of the Lansing Demolition Hearing Board Officer regarding the structure at 4511 S Martin Luther King Jr. Blvd., as legally described above, to give the owner, or the owner's agent, the opportunity to appear and show cause why the building should not be demolished or otherwise made safe; and to approve, disapprove, or modify the order of the hearing officer to demolish or make safe the subject structure.

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















4511 S MLK JR BLVD

- Original Red Tag Date

- 12/07/2018

- Submitted Into Make Safe Or Demolish Process

- 05/20/2020

- Property Vacant/Repairs Exceed Building SEV

- Property vacant more than 180 days

- Repairs exceed building SEV

- Title Information

- ALAN INVESTMENTS III LLC

4511 S MLK JR BLVD

Property Value Information

- SEV

- \$31,600.00 (*as of 8/09/2021*)

- Structure

- \$44,721.00 (*as of 8/09/2021*)

- Land

- \$18,520.00 (*as of 8/09/2021*)

- Estimate of Repairs

- \$61,544.00

4511 S MLK JR BLVD.

Housing Code Correction Letters

- Code Compliance Inspection Date

- 12/07/2018

- Code Compliance Letter Written

- 12/07/2018

- Code Compliance Due Date

- 1/07/2019

4511 S MLK JR BLVD.

Demolition Board Actions

- Demolition Board Show Cause Hearings

- 5/27/2021

- Order by Demolition Board

- MS or D by 7/27/2021

- Request Sent To City Council for Show Cause Hearing

- 8/10/2021

4511 S MLK JR BLVD.

City Council Actions

- Show Cause Hearing Held
 - 00/00/00
- Public Safety Committee Meeting
 - 00/00/00
- Resolution passed by City Council
- Extension Requested By Owner

4511 S. MLK JR BLVD

General Comments

- None of the required permits have been pulled as of 08/09/2021.

RECOMMENDATIONS

● FOR NEW CASES:

- Recommend time frame for MS or D. This requires a resolution be passed by City Council –
 - 60 days for regular demolitions
 - 30 days for fire-damaged demolitions
- Table case – Stays at PS Committee level for future review.

● FOR EXTENSION REQUESTS:

- Grant extension if requested. Requires new resolution be passed by City Council.
- Deny extension requested. Case will proceed in demo process and be sent out to bid for demolition.

● FOR TABLED CASES:

- Recommend time frame for MS or D. This requires a resolution be passed by City Council –
 - 60 days for regular demolitions
 - 30 days for fire-damaged demolitions
- Return case to table – Stays at PS Committee level for future review.

**CITY OF LANSING - DEMOLITION BOARD
REPORT FOR CITY COUNCIL
CASE OVERVIEW SHEET**

ADDRESS:	4511 S MARTIN LUTH KING BLVD
PARCEL NUMBER:	33-01-01-32-427-031

SHOW CAUSE HEARING DATE:	
DEMOLITION CASE FILE #:	2021-D001

LISTED TAXPAYER:	ALAN INVESTMENTS III LLC
INTERESTED PARTIES:	
SEV INFORMATION:	\$28,200.00
LAND VALUE:	\$12,017.00
BUILDING VALUE:	\$44,287.00
LOT SIZE:	43.750 X 100

HOUSING CODE VIOLATION LTR:	12/7/2018
ORIGINAL RED TAG DATE:	12/7/2018
ZONING:	"A" RESIDENTIAL
ESTIMATE OF REPAIRS:	\$61,544.00
PICTURES:	YES
OTHER:	

LEGAL DESCRIPTION:	LOT 25 & N 12 FT LOT 26 & W 3FT OF N 100 FT LOT 28 SONNENBERGS HALF ACRE SUB
---------------------------	--

ORDER OF DEMOLITION BOARD

DEMOLITION BOARD MEETING DATE:	5/27/2021
ORDER:	MAKE SAFE OR DEMOLISH BY 7/27/2021
REASON/CONDITIONS:	
HEARING OFFICER:	DAVE MUYLLE

CURRENT PERMIT ACTIVITY

BUILDING:	Required, not yet pulled
ELECTRICAL:	Required, not yet pulled
MECHANICAL:	Required, not yet pulled
PLUMBING:	Required, not yet pulled
DEMOLITION:	na

CURRENT CITY COUNCIL ACTIVITY

REQUEST FOR SHOW CAUSE SENT:	
SHOW CAUSE HEARING DATE:	
PUBLIC SAFETY COMMITTEE WILL REVIEW:	

CITY OF LANSING DEMOLITION HEARING BOARD	ORDER TO MAKE SAFE, DEMOLISH OR MAINTAIN BUILDING OR STRUCTURE	FILE NO. 2021-D006
---	---	-----------------------

Matter of the building/structure at 4511 S MARTIN LUTHER KING BLVD which is a ☒ dwelling ☐ garage ☐ other

1. Date of hearing: May 27, 2021 Hearing Officers: DAVE MUYLLE, JOSEPH VITALE
2. Scott Sanford, Code Compliance MANAGER of the City of Lansing, has filed a copy of a notice that the subject building/structure is dangerous. The copy of the notice is attached.

THE HEARING OFFICER FINDS THAT:

3. Notice of this hearing was properly served on the
☐ rental registration owner(s)
☒ Owner's or party in interest on City tax assessment record
4. The building/structure ☒ is ☐ is not a dangerous building as defined in MCL 125.539, specifically (see attached)
5. ☒ The building/structure has remained unoccupied for 180 consecutive days or more and is not listed for sale, lease or rent with a licensed real estate broker.
6. ☐ The building/structure has been substantially destroyed by ☐ fire ☐ wind ☐ flood
☐ other:
7. The state equalized value of the building/structure is \$30,700.00
8. The cost to repair the building or structure to make it safe is \$61,544.00
9. The real estate is described as follows:

Parcel Number: 33 01 01 32 427 031

LOT 25 & N 12 FT LOT 26 & W 3 FT OF N 100 FT LOT 28 SONNENBERGS HALF ACRE SUB, City of Lansing

IT IS ORDERED THAT:

10. ☐ The matter is closed.
- ☐ The building/structure shall be made safe or demolished on or before 7/27/2021.
- ☐ The case be tabled until _____.
- ☐ The building or structure shall be demolished on or before _____ if not made safe as ordered herein.
- ☐ (If finding #5 is made) The exterior of the building shall be maintained, including
☐ lawns, trees and shrubs ☐ paint on structure ☐ other _____ on or before _____.

Date

5/27/21

Hearing Officer

David Muylle

RESOLUTION #2021-###

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

WHEREAS, the Code Compliance Officer has determined that the building located at 4511 S MLK JR BLVD, Parcel # 33-01-01-32-427-031 legally described as LOT 25 & N 12 FT LOT 26 & W 3 FT OF N 100 LOT 28 SONNENBERGS HALF ACRE SUB., City of Lansing is an unsafe or dangerous building as defined in Section 108.1 of the International Property Maintenance Code as adopted by Lansing Codified Ordinance 1460.01, and the Housing Law of Michigan, and the building was red tagged on December 7, 2018; and

WHEREAS, a hearing was held by the Lansing Demolition Board on May 27, 2021, at which the Hearing Officers determined that said building was an unsafe and dangerous building and ordered the building demolished or made safe by July 27, 2021; and

WHEREAS, said Hearing Officers filed a report of their findings and order with the City Council and requested the City Council to take appropriate action under the Lansing Codified Ordinances and the Housing Law of Michigan; and

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

WHEREAS, the City Council held a public show cause hearing on _____ 2021, to review the findings and the order of the Hearing Officers, and the owners were notified in writing of said hearing and had an opportunity to appear and show cause why said building should not be demolished or otherwise made safe; and

WHEREAS, the Code Compliance Office has determined that compliance with the order of the Lansing Demolition Hearing Board Officer has not occurred.

NOW, THEREFORE, BE IT RESOLVED that the owner(s) of 4511 S Martin Luther King Jr. Blvd, as legally described above, are hereby directed to comply with the order of the Hearing Officers to demolish or otherwise make safe the said building within 30 days from the date of this resolution, _____ 2021.

BE IT FURTHER RESOLVED that the property owner(s) is hereby notified that this order must be appealed within twenty days pursuant to MCL 125.542 and should the owners fail to comply with the Hearing Officers' order for demolition or make safe, the Code Compliance Officer is hereby directed to proceed with demolition of said building.

BE IT FURTHER RESOLVED, whether demolition is accomplished by said property owner or the City, that appropriate seeding and restoration of property take place to avoid run-off to adjacent properties.

BE IT FURTHER RESOLVED that if the demolition is accomplished by the City, the cost of such demolition shall be a lien against the real property and shall be reported to the City Assessor.

BE IT FINALLY RESOLVED that the owners in whose name the property appears upon the last local tax assessment record shall be notified by the City Assessor of the amount of such cost by first class mail at the address shown on the records. Upon the owner's failure to pay the same within thirty (30) days after mailing by the City Assessor of the notice of the amount thereof, the amount of said costs shall be a lien and shall be filed and recovered as provided by law and the lien shall be collected and treated in the same manner as provided for property tax liens under the general property tax act.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

January 21, 2021

Mayor Andy Schor
Mayor
City of Lansing
124 W. Michigan Avenue
4th Floor
Lansing, MI 48933

Dear Mayor Schor:

Congratulations! I am delighted to inform you of the funding for your project(s) under Fiscal Year (FY) 2020 Continuum of Care (CoC) Program Non-Competitive Notice for a total of \$2,877,052.

The CoC Program is an important part of HUD's mission. CoCs around the country will continue to improve the lives of men, women, and children through their local planning efforts and through the direct housing and service programs funded under the FY 2020 CoC Program Competition. Projects like those of your organization, funded through the CoC program, continue to demonstrate their value by improving accountability and performance every year.

The enclosure provides details about your organization's award(s) including: the name(s) of the individual project(s); the project number(s); and the specific amount(s) of the obligation(s) for each project. HUD field office staff will notify you when they are available to process grant agreements; once all conditions are satisfied and the grant agreement is executed, your organization can expend funds.

HUD commends your organization's work and encourages it to continue to strive for excellence in the fight to end homelessness.

Sincerely,

A handwritten signature in blue ink, appearing to read "James", followed by a stylized flourish.

James Arthur Jemison II
Principal Deputy Assistant Secretary
for Community Planning and Development

Enclosure

MI0194L5F082013

HMIS 1

\$40,121

MI0195L5F082013

Shelter Plus Care

\$337,764

MI0196L5F082013

Permanent Supportive Housing 2

\$764,711

MI0199L5F082013

Permanent Housing for Families

\$74,559

MI0376L5F082009

Permanent Supportive Housing Bonus Program

\$188,379

MI0409L5F082007

Ingham County - PSH 1+2

\$270,488

MI0417L5F082007

Ending Family Homelessness through Rapid Rehousing

\$271,781

MI0483L5F082005

Hope Housing Expansion

\$264,502

MI0581L5F082003

Fresh Start RRH

\$65,208

MI0582L5F082003

Rapid Rehousing for Youth

\$178,429

MI0619L5F082002

Transitions + RRH

\$147,860

MI0654D5F082001

DV RRH

\$190,037

MI0681L5F082000

MI-508 CoC Planning Project Application 2020

\$83,213

Total Amount: **\$2,877,052**

**CoL FY 2021-2022
HUD CoC GRANTS**

AGENCY NAME	ACCOUNT NUMBERS	Project #	Account Description	(2020 NOFA Awards)	Start Date	End Date	TOTAL Gr AMT	Budget AMT	BUDGET DETAILS
Advent House/	273.673710.961744		Supp Svs	MI0581L5F082003	9/1/2020	8/31/2021	\$65,208	\$12,733	Supp Svs
Fresh Start RRH	273.673710.961748		Rental Asst					\$48,456	Rental Assistance
	273.673710.961600		Admin					\$2,010	Agency Admin
	273.673710.741600		Admin City					\$2,009	City Admin
Advent House/	273.673710.961744		Supp Svs	MI0199L5F082013	6/1/2021	5/31/2022	\$74,559	\$21,605	Supp Svs
PSH for Families	273.673710.961748		Rental Assistance					\$49,920	Rental Assistance
	273.673710.961600		Admin					\$1,517	Agency Admin
	273.673710.741600		Admin City					\$1,517	City Admin
Advent House/ Hope	273.673710.961744		Supp Svs	MI0483L5F082005	9/1/2021	8/31/2022	\$264,502	\$68,279	Supp Svs
Housing	273.673710.961748		Rental Asst					\$179,976	Rental Assistance
	273.673710.961600		Admin					\$8,124	Agency Admin
	273.673710.741600		Admin City					\$8,123	City Admin
CFC Gateway/Rapid	273.673710.961744		Supp Svs	MI0582L5F082003	9/1/2020	8/31/2021	\$178,429	\$79,730	Supp Svs
Rehousing for Youth	273.673710.961748		Rental Asst					\$88,032	Rental Assistance
	273.673710.961600		Admin					\$5,334	Agency Admin
	273.673710.741600		Admin City					\$5,333	City Admin
Holy Cross/Ending Family	273.673710.961744		Supp Svs	MI0417L5F082007	9/1/2020	8/31/2021	\$271,781	\$52,189	Supp Svs
Homelessness	273.673710.961748		Rental Asst					\$202,632	Rental Assistance
Through Rapid Rehousing	273.673710.961600		Admin					\$8,480	Agency Admin
	273.673710.741600		Admin City					\$8,480	City Admin
Holy Cross/Transitions + RRH	273.673710.961744		Supp Svs	MI0619L5F082002	7/1/2020	6/30/2021	\$147,860	\$100,371	Supp Svs
	273.673710.961745		Leasing					\$7,200	Leasing
	273.673710.961748		Rental Assistance					\$26,640	Rental Assistance
	273.673710.961741		Operating					\$4,083	Operating
	273.000000.961600		Admin					\$4,783	Agency Admin
	273.673710.741600		Admin City					\$4,783	City Admin
Holy Cross/PSH Bonus	273.673710.961744		Supp Svs	MI0376L5F082009	7/1/2020	6/30/2021	\$188,379	\$27,743	Supp Svs
	273.673710.961748		Rental Asst					\$150,960	Rental Assistance
	273.673710.961600		Admin					\$4,838	Agency Admin
	273.673710.741600		Admin City					\$4,838	City Admin
Holy Cross/ICPSH 1+2	273.673710.961744		Supportive Services	MI0409L5F082007	9/1/2020	8/30/2021	\$270,488	\$26,750	Supp Svs
	273.673710.961745		Leasing					\$222,689	Leasing
	273.673710.961741		Operating					\$3,269	Operating
	273.673710.961600		Admin					\$8,890	Agency Admin

	273.673710.741600		Admin City					\$8,890	City Admin	
EVE/DV RRH	273.673710.961744		Supp Svs	MI0654D5F082001	TBD	TBD	\$190,037	\$40,214	Supp Svs	
	273.673710.961748		Rental Asst					\$137,028	Rental Assistance	
	273.673710.961600		Admin					\$6,398	Agency Admin	
	273.673710.741600		Admin City					\$6,397	City Admin	
HMIS I -City	273.673710.961744		Supportive Services	MI0194L5F082013	11/1/2020	10/31/2021	\$40,121	\$39,334	HMIS	
	273.673710.741600		Admin City					\$787	City Admin	10,303.25 Match
LHC/PSH 2	273.673710.961744		Supp Svs	MIO196L5F082013	1/1/2021	12/31/2021	\$764,711	\$106,417	Supp Svs	
	273.673710.961748		Rental Asst					\$625,656	Rental Assistance	
	273.673710.961600		Admin					\$16,319	Agency Admin	
	273.673710.741600		Admin City					\$16,319	City Admin	
LHC/S+C Program	273.673710.961748		Rental Asst	MI0195L5F082013	5/1/2020	4/30/2021	\$337,764	\$319,680	Rental Assistance	
	273.673710.961600		Admin					\$9,042	Agency Admin	
	273.673710.741600		Admin City					\$9,042	City Admin	
PLANNING-City	273.673710.961744		Planning Admin	MI0653L5F081900	7/1/2020	6/30/2021	\$83,213	\$83,213	Planning/Admin	20,803.25 Match
TOTAL							\$2,877,052			31,106.5 Total

RESOLUTION #2021-###

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

WHEREAS, the Department of Human Relations and Community Services (HRCS) as the Collaborative Applicant for the Continuum of Care for the Lansing, East Lansing, Ingham County area, will be receiving grants from the U.S. Department of Housing and Urban Development (HUD) under the 2020 Continuum of Care Homeless Assistance Programs Notice of Funding Availability (NOFA) application; and

WHEREAS, these renewal grants will help fund programs for at least the following sub recipient agencies: Advent House Ministries, Child and Family Charities - Gateway Division (Youth), Lansing Housing Commission, Holy Cross Services, Ending Violent Encounters, INC. (DV), and the HRCS Department (HMIS and Planning funds), for a one-year period to support existing Continuum of Care initiatives; and

WHEREAS, the HRCS Department is to receive from HUD an amount up to \$\$2,877,052; and

WHEREAS, each sub recipient agency shall be responsible for securing the required cash or in-kind match requirements stipulated by HUD in receiving said grants, while HRCS will continue to be responsible for securing a 25% cash and/or in-kind match for the HMIS and Planning grants up to a total of \$31,106.50;

NOW, THEREFORE, BE IT RESOLVED the City of Lansing, Michigan, accepts the terms of the grant application as stipulated by HUD and the City of Lansing does hereby specifically agree, but not by way of limitation, as follows:

1. That the administration is authorized to create appropriate accounts and transfer necessary funds to administer and monitor the grants and to appropriate such additional funds as shall be necessary to complete the project subject to the City Council transfer policies.
2. To maintain satisfactory financial accounts, documents, and records to make them available to HUD for auditing at reasonable times.
3. To implement the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreements.
4. To authorize the Mayor of the City of Lansing to be the local authorized representative to sign documents in behalf of the City of Lansing.
5. To comply with any and all terms of said HUD agreements, including all terms not specifically set forth in the foregoing portion of this resolution.

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 8/9/2021

GRANT NAME: Department of Housing and Urban Development (HUD)

DEPARTMENT: HRCS

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Director Kim Coleman 483-4482

APPLICATION DATE: Renewals

AWARD DATE: various dates (see attached)

FUND AMOUNT: \$ 2,877,052

CITY MATCH (IF APPLICABLE): in-kind \$31,106.5

GRANT CYCLE: One year cycles starting at various dates (see attached) Check One: Annual ☒ One-Time ☐

GRANT PAYS FOR: The City of Lansing is the designated collaborative applicant for US HUD CoC funds. The CoC HUD grants are used to prevent homelessness for eligible individuals and families. The grant programs also provide case management or other services to promote self-sufficiency.

GOODS & SERVICES see above

PERSONNEL N/A

CONSTRUCTION N/A

LAND N/A

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

* See Attached

From: janna <jannas07@sbcglobal.net>
Sent: Monday, August 9, 2021 4:54 PM
To: Kumar, Venus
Subject: RE: [EXTERNAL] Decision of the Claims Review Committee

Hi Venus,

This is my written submission to go through the appeal process again. I apologize to whomever it concerns, that I put my last hearing on the wrong date in my calendar. The attachment is one I hadn't submitted the first time. This screenshot is the photo I took to send to blue cart to pick up the couch, it shows the date I took the photo that I had to submit when I thought I was filling out the form for the pick up. This was taken the day I received the 1st notification. I have a witness as well that helped me get it out there as well. He saw that I was doing it online. I still think \$530 is a very high fine for a simple mistake, when I thought I was doing everything right.

Thank you for help with this matter.

Sincerely,
Janna Stellwag



City of Lansing

OFFICE OF THE CITY ATTORNEY

1851

Claims Review Committee Form

(Commonly including: Grass, Trash, Weeds and Board-Up Violations)

NAME: Janna Stellwag DATE: 5/20/21
 MAILING ADDRESS: 1532 Illinois Ave. EMAIL: jannas07@sbcglobal.net
 CITY: Lansing STATE: MI ZIP CODE: 48906
 TELEPHONE: Home () 269-598-0831 cell Work ()

Please provide the following information on the incident(s) for which you are filing a claim. WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW.

ADDRESS: 1532 Illinois Ave. PARCEL NO. 33-01-01-10-251-021
 DATE OF INCIDENT: 3/3/21 AMOUNT YOU WERE BILLED: \$690.00
 TOTAL AMOUNT YOU ARE CONTESTING: \$640.50 (\$690 minus bulk collection rate)
 TYPE OF ASSESSMENT: _____

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

The City gave me this violation on 3/3/21. I recieved the letter on 5/5/21 - so I was given the violation before the first pickup could have even happened. On ~~3/5~~ 3/5/21 when I opened the letter, I went strait to Blue Cart's website and requested the bulk collection. 2 Thursday's came and went and I figured they must not be able to ~~do~~ do all the pickup all in one week. When I saw the couch being picked up, I went back to the website to find my reciept and their billing. →

A description of the claims review process is available on our website at: <https://www.lansingmi.gov/349/Claims-Review-Process>

To download the claim form: <https://www.lansingmi.gov/DocumentCenter/View/4639/Claims-Review-Committee-Form?bidId=>

Company had changed and the new billing company had lost my info. My user name and password wouldn't work. I called up one of my past receipts from Blue Cart and I was able to sign in through the link on that email. I could log in to the old billing company. So something got dropped in the billing transition. I still can't sign in to the new billing company. I have included the attached screenshots to show that I tried to do the right thing in a timely matter.

This is the photo I took 3/5/21. I had uploaded it to the BlueCart website when I requested it be picked up.

The time stamp of this photo is 3/5/21.



Brooklyn Museum - Brooklyn Museum Web X Messages for Dave C... X KPSCommons19 (Catho... X (63.832 unread) - J... X Dashboard - Paydel... X Paydel | We Bill Your C... X CiviPlus Platform - St... X CiviPlus Platform - St... X Lansing, MI X

https://www.lansingmi.gov/FormCenter/Public-Service-29/Bulk-Collection-Request-Form-147

Most Visited X CentennialStationWeb X Getting Started X Adobe Digital Publi... X Apple X Disney X ESPN X Yahoo! X www.dosail.com X California Catholic... X Academics | Lansin... X Ways To Give | Lan... X FAITH Catholic | X Fivest | Drugs! org X Dermo: Responsive... X Google Maps X

Bulk Collection Request Form

PLEASE NOTE: Bulk items are only scheduled to be picked up on Thursdays.

By signing in or creating an account, some fields will auto-populate with your information and your submitted forms will be saved and accessible to you.

Sign In to Save Progress

First Name:* Last Name:*

Street Address:*

City:* State:* Zip Code:*

Phone Number:*

Email Address:*

Item Quantity:*

Description of Item(s):*

Please upload an image of the item. Any additional images can be uploaded below.*

Browse... No file selected.

Additional Image:
Browse... No file selected.

Additional Image:
Browse... No file selected.

This is the form I filled out and added the photo, on 3/5/21.
I never got an email confirmation, because the new billing company lost my information, (my email & password) so I couldn't get back to my original request.

COVID-19 Resources: VISIT CDC HOW CIVICPLUS CAN HELP

Email Address or Password is incorrect OK

WELCOME TO
MI-LANSING

jannas07@sbcglobal.net

.....

☐ Remember my email address

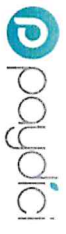
SIGN IN

Reset Password Create Account

POWERED BY CIVICPLUS

This is the new billing company that I can't sign into.

https://www.paydici.com/dashboard



JANNA STELLWAG, City of Lansing Trash and Recycling | my account | sign out

All payments will be reflected in your account balance within two business days.

Your balance is **\$99.50**

Account: 127939
Payment due on Thursday, April 1st

MAKE A PAYMENT

City of Lansing Trash and Recycling

517-483-4400

recycle@lansingmi.gov

Office Hours: Monday - Friday 8 AM - 4 PM

Autopay is ☐ OFF ☒ ON

EDIT AUTOPAY SETTINGS

Next autopayment for the account balance up to a maximum of **\$99.50** is scheduled for **April 1st, 2021** using New MC (****0387)

You receive bills and communications by postal mail.
Turning on Paperless will also turn on email notifications.

Account Activity

Date	Description	Amount
2/1/2021	Payment via (****1176)	(\$60.00)
10/1/2020	Automatic payment via (****0834)	(\$50.00)
9/30/2020	Scheduled automatic payment of \$50.00 for 10/1/2020 via (****0834)	(\$50.00)
7/1/2020	Automatic payment via (****0834)	(\$50.00)
6/30/2020	Scheduled automatic payment of \$50.00 for 7/1/2020 via (****0834)	(\$50.00)
4/1/2020	Automatic payment via (****0834)	(\$48.00)
3/31/2020	Scheduled automatic payment of \$48.00 for 4/1/2020 via (****0834)	(\$48.00)
1/1/2020	Automatic payment via (****0834)	(\$48.00)
12/31/2019	Scheduled automatic payment of \$48.00 for 1/1/2020 via (****0834)	(\$48.00)
10/1/2019	Automatic payment via (****0834)	(\$48.00)

« More Recent 1 2 3 Older »

This is the old billing company that I can still access. When I made the request for pick-up, it didn't take me to a payment page. So I figured they were going to bill me, since they already had my credit card.

RECEIVED MAY 27 2021



CITY OF LANSING

316 N. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

RECEIVED

MAY 26 2021

CITY INCOME TAX

DUE DATE:05/13/2021

INVOICE

04/28/2021

TOTAL AMOUNT DUE

\$ 690.00



Bill To:

STELLWAG JANNA R

1532 ILLINOIS AVE

LANSING, MI 48906-4601

	Invoice Number	Record No.	Address	Amount Due
	00174007	E21-36090	1532 ILLINOIS AVE	\$690.00
	04/13/2021			
	Trash - Admin Fee			
	Trash - Contractor Charge			

TOTAL DUE:

\$690.00



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

July 28, 2021

Janna Stellwag
1532 Illinois Avenue
Lansing, MI 48906

Re: Claim – 1532 Illinois Ave.

Dear Ms. Stellwag:

Please be advised that with further review of your claim in the amount of \$690.00 regarding a Trash violation at the above address, and has GRANTED a portion of your claim, in the amount of \$160.00. **Your new balance due is \$530.00.**

Enclosed please find a Release for your review and signature. If the decision of the committee meets with your approval, please sign the release in front of a witness and have the witness also sign the form, then return the signed Release to this office. Once our office receives the signed Release with both signatures, we will request the amount be removed from the tax rolls, or a refund issued if the penalty has been paid.

You have the right to appeal the decision of the Claims Review Committee to the Lansing City Council. If you desire to do so, please submit your appeal in writing, within thirty (30) days of the date of this letter, to the Lansing City Clerk, 9th Floor, City Hall, Lansing, MI 48933, for placement on the Council's agenda.

Thank you for your cooperation in this matter. If you should have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Venus Kumar".

Venus Kumar
Paralegal

Enclosure
Claim #1851

RELEASE

In consideration for the payment of \$160.00, by the City of Lansing, which will be remitted to me upon receipt by the City of this signed Release. I, **JANNA STELLWAG** (the "undersigned"), for myself, my heirs, executors, administrators, representatives and assigns hereby release and discharge the City of Lansing, its officers, officials, employees, agents, insurers and any other person, firm, or corporation charged or chargeable with any responsibility or liability, from all claims, demands, actions or causes of action regarding the special assessment for a trash violation on property located at 1532 Illinois Ave., Lansing, Michigan.

The undersigned understands and agrees that this payment is the sole consideration for my release and is in full and complete settlement of all claims resulting from any damage. The undersigned warrants that no promise or inducement has been offered or made for my release, except as herein set forth; that this Release is executed without reliance upon any statement or representation by any of the parties released herein, or by their representatives concerning the nature and extent of any damage or injury or the legal liability therefore; and that the undersigned is of legal age and legally competent to execute this Release and accepts the full responsibility therefore.

The undersigned understands that none of the parties released admit liability of any kind and this payment and settlement in compromise is made to terminate further controversy respecting claims for damages that the undersigned has heretofore asserted or that the undersigned or his/her heirs, executors, administrators, representative or assigns might later assert.

In witness whereof, I have hereunto set my hand this _____ day of **AUGUST** 2021.

WITNESS:

CLAIMANT:

JANNA STELLWAG

Claim: 1851



CITY OF LANSING
AFFIDAVIT OF DISCLOSURE

TO: CITY CLERK

DATE: 9-11-21

I, Willard K. Walker make the following disclosure under oath:
Name (please print)

PLEASE CHECK THE BOX AND FILL IN THE APPROPRIATE BLANKS FOR EACH OF THE FOLLOWING ITEMS

Yes No

1. ☒ ☐ I am an ☐ elected or ☐ appointed ☐ officer or ☒ employee of the City of Lansing holding the position of Consultant in the HRES Department.
- ☐ ☒ I am an immediate family member related to an elected or appointed officer or employee of the City of Lansing named _____, holding the position of _____ in the _____ Department
- ☐ ☒ I am a Business Associate of an elected or appointed officer or employee of the City of Lansing named _____ holding the position of _____ in the _____ Department.
2. ☐ ☒ I may derive income or benefit directly or indirectly from the bidding of, negotiation of, solicitation of or entry into a contract with the City or from any City action detailed below. (Charter 5-505.1)
- ☐ ☒ I may have a conflict between a personal interest and the public interest, the nature of which is disclosed below. (Charter 5-505.2)
[Chapter 290.04(I) of the Code of Ordinances]
- ☐ ☒ I may have a financial interest in a matter proposed to be acted upon by the City of Lansing as described below. [Chapter 290.04(I) of the Code of Ordinances]
- ☒ ☐ I make this disclosure because of a possible appearance that I may be in violation of or in conflict with the City of Lansing Ethics Ordinance as provided for in the Code of Ordinances and in the City Charter.
3. My City of Lansing position is:
☐ Full-time ☒ Part-time (less than 25 hours/wk) ☐ Unpaid
4. Name of the activity/business in question: Lansing Kappa Alpha Psi Foundation
5. Do you have ownership or interest in the activity/business? (Yes) No _____

6. Does this activity/business conduct business with the City of Lansing? Yes No
If yes, please explain _____
7. Does the activity/business depend on you being an employee of the City of Lansing?
Yes No
If yes, please explain: _____
8. Who are the clients/customers of the activity/business?
youth group(s) in the City of Lansing
9. Does this activity/business require your using equipment/facilities of the City of Lansing?
Yes No
If yes, please explain: Community Centers, Parks and Recreation facilities
10. Does the activity/business use any advertisements or circulars that reference your employment with the City of Lansing? Yes No
If yes, please attach copies. _____
11. Explain what you will be doing in the activity/business:
Decisions on how dollars may be spent to support area youth programs.
12. Explain why you believe a conflict may/may not exist with this activity/business:
No money or other asset go to me personally
13. Is there any additional information that you believe would assist the Board of Ethics in its review of your business or personal activities for potential conflicts of interest? Yes No
If so, please describe: _____

In providing this additional information, the Board of Ethics asks that you give special attention to the Conflicts of Interest section of the Charter found at 5-505.1 – 5-505.3. A copy is enclosed for your convenience.

I hereby certify that this disclosure is complete and accurate to the best of my knowledge, information and belief. The foregoing Affidavit of Disclosure was executed on this ___ day of _____, 20__.

Walland K. Walker

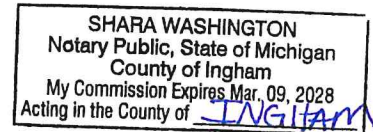
Signature of Filer

STATE OF MICHIGAN)
)ss.
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me this 11 day of AUGUST,
2021 (year), by Shara Washington (Notary Signature)

SHARA WASHINGTON (Print Name)

Notary Public, INGHAM County,
Acting in INGHAM County,
My Commission Expires: MARCH 9, 2028



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



Public Comment on City Government Matters Registration

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

Each member of the public who has registered to speak will have up to a total of three minutes to address Council on City Government Related Matters that concern them. A **City Government Related Matter** is an issue or topic relevant to the operation or governance of the City.*

Topic(s) to be addressed CERA

Name (print) Gynthia Ward E-Mail (optional) _____

Address (street, city, zip) Lansing 48911

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

Signature [Handwritten Signature]

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

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

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

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