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 October 25, 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. September 20 and October 11, 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.)

Special Ceremonies And Presentations

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

2. In consideration of Orders to Make Safe or Demolish to the owners of property located at 4108 Deerfield Ave. (PEND-2637)

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.)

comment sheets

Council Consideration Of Legislative Matters

Referral Of Public Hearings

Ordinances For Passage

Consent Agenda

3. Grant Acceptance; Cities for Financial Empowerment Fund (CFE Fund) planning grant for Local Consumer Protection Initiative (PEND-2657)
4. Traffic Control Order 21-16; regulate traffic at the intersection of Lansing Avenue and Queen Street (PEND-2661)
5. Traffic Control Order No. 21-17; add a stop sign at the intersection of Cross Street and Lansing Avenue (PEND-2662)
6. Traffic Control Order No. 21-18; add a stop sign at the intersection of Magnolia Avenue and Marcus Street (PEND-2663)
7. Traffic Control Order No. 21-15; regulate parking along Taffy Parkway between Hughes Road and Haag Road PEND-2665
8. Traffic Control Order Nos. 21-19 and 21-20; regulate parking along Haverhill Drive and Winterset Drive (PEND-2666)
9. Grant Acceptance; Office of Highway Safety Planning (OHSP) Bicycle/Pedestrian Safety Grant (PEND-2669)
10. Grant Acceptance; Domestic Violence Services (DVS) Capital Area Response Effort (CARE) Programs Grant (PEND-2671)
11. Appointment; Elizabeth O'Leary as Chief Labor Negotiator (PEND-2677)

Resolutions For Action

12. Appointment; John Shaski as a member of the Saginaw Street Corridor Improvement Authority for a term to expire June 30, 2022 (PEND-2676)
13. Noise Special Permit; MDOT request to allow for I-496 Freeway reconstruction on weekdays from 8 PM to 7 AM and any time on weekends or holidays for the period January 24, 2022, through December 1, 2022 and for the period March 1, 2023 through November 15, 2023 (PEND-2613)
14. Grant Acceptance; Federal American Rescue Plan Act Funds (ARPA) for public health, economic impacts and government services due to COVID-19 (PEND-2658)
15. Grant Acceptance; Michigan State Housing and Development Authority Neighborhood Stabilization Program Income Grant (PEND-2670)
16. Grant Amendment; Emergency Rental Assistance (CERA) Grant (PEND-2686)
17. City Council Meeting Schedule for 2022 (PEND-2678)
18. City of Lansing Ward Apportionment Plan (PEND-2672)

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. Elected Officers Compensation Commission 2022 Meeting Schedule (PEND-2679)
21. Liquor License; Lorenzo's LLC. for a SDM and Class C license, Sunday sales (PM), topless, extended hours, dance, entertainment, and outdoor service permits at 1247 Center Street (PEND-2696)

Item(s) from the Mayor re:

22. Grant Acceptance; Automobile Theft Prevention Authority Grant (PEND-2685)
23. Grant Amendment; Emergency Rental Assistance (CERA) Grant (PEND-2686)
24. Appointment; Paul Collins as an At-Large member of the Lansing Entertainment and Public Facilities Authority for a term to expire June 30, 2024 (PEND-2681)
25. Appointment; Kris Young as the 4th Ward member of the Board of Public Service for a term to expire June 30, 2024 (PEND-2682)
26. Grant Acceptance; Byrne Justice Assistance Capital Area Response Effort (CARE) Unit Grant (PEND-2684)

Communications and Petitions

27. Notice from the Michigan Liquor Control Commission; KC Xpress of Lansing Inc., 3218 S. Martin Luther King Jr. Blvd, request to Transfer Ownership escrowed 2021 Class C & SDM license with Dance-Entertainment Permit, Extended Hours (Dance-Entertainment) & Specific Purpose Permit (food) from API East of Eden, Inc.; transfer location from 203-205 S Washington Square; cancel existing Outdoor Service Area; New Sunday Sales Permit (AM & PM) and Sunday Sales Permit (PM) for SDM-Mixed Spirit Drink (RID # 2109-13703)
28. Notice from the Michigan Liquor Control Commission; Sufi G Inc., 916 E. Cesar Chavez Ave., request to Transfer Ownership 2021 SDM licensed business with Sunday sales permit (AM) & Sunday sales permit (PM) for SDM license (RID # 2109-15818)
29. Affidavit of Disclosure; Tori Brooks, Lansing Police 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 sheet

Adjournment

Chris Swope, City Clerk

Persons with disabilities who need an accommodation to fully participate in this meeting should contact the City Clerk's Office at (517) 483-4131 (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: 10/25/21–7:00 PM

Starting Time 7:02

REGULAR MEETING: X **SPECIAL MEETING:**

ATTENDANCE

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

MEDITATION IN MEMORY OF: CW - John Decker family - lost wife
KD - lost vic of gun violence

PLEDGE LED BY: Mary Coleman

Adjournment Time_____

CHRIS SWOPE
LANSING CITY CLERK

RESOLUTION #2021-199

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 4108 Deerfield Ave., Parcel # 33-01-01-31-251-141 legally described as LOT 118 Pleasant Subdivision, No. 1., City of Lansing 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 April 10, 2018 and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, on March 25, April 22, May 27, and July 22, 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 August 22, 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, October 25, 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 4108 Deerfield Avenue, 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.

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

ADDRESS:	**4108 DEERFIELD**
PARCEL NUMBER:	33-01-01-31-251-141

SHOW CAUSE HEARING DATE:	
DEMOLITION CASE FILE #:	2021-D001

LISTED TAXPAYER:	WILLIAM J & BRENDA TITUS
INTERESTED PARTIES:	WILLIAM J & BRENDA TITUS
SEV INFORMATION:	$29,400.00
LAND VALUE:	$10,740.00
BUILDING VALUE:	$48,073.00
LOT SIZE:	FRONTAGE 60 X 100.120 DEPTH

HOUSING CODE VIOLATION LTR:	4/10/2018
ORIGINAL RED TAG DATE:	4/10/2018
ZONING:	
ESTIMATE OF REPAIRS:	
PICTURES:	
OTHER:	

LEGAL DESCRIPTION:	LOT 118 PLEASANT SUB NO 1

ORDER OF DEMOLITION BOARD

DEMOLITION BOARD MEETING DATE:	5/27/2021
ORDER:	MAKE SAFE OR DEMOLISH BY 8/22/2021
REASON/CONDITIONS:	
HEARING OFFICER:	DAVE MUYLLE

CURRENT PERMIT ACTIVITY

BUILDING:	OPEN NO INSPECTION OR ACTIVITY
ELECTRICAL:	OPEN NO INSPECTION OR ACTIVITY
MECHANICAL:	OPEN NO INSPECTION OR ACTIVITY
PLUMBING:	OPEN NO INSPECTION OR ACTIVITY
DEMOLITION:	na

CURRENT CITY COUNCIL ACTIVITY

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

07/15/2021 10:05

4/ 8/2018

Coloplast
4/ 8/2018

4/ 8/2018

4/ 8/2018

08/14/2020 14:16

08/14/2020 14:15

08/14/2020 14:17

08/14/2020 14:15

4108
08/14/2020 14:17

08/14/2020 14:14

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 4108 Deerfield Ave., Parcel # 33-01-01-31-251-141 legally described as LOT 118 Pleasant Subdivision, No. 1., 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 April 10, 2018; and

WHEREAS, hearings were held by the Lansing Demolition Board on March 25, April 22, May 27, and July 22, 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 August 22, 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 October 25, 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 4108 Deerfield Avenue, 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.

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

Public Comment on Legislative Matters Registration

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

*Legislative matters consist of the following items on the agenda: **public hearings, resolutions, ordinances for introduction, and ordinances for passage**. The public may comment for up to three minutes*.*

Agenda Item Number(s) 13/18 #16 Item Description 496 + Wards

Name (print) Kyle Richard E-Mail *(optional)* 517kyle@gmail.com

Address (street, city, zip) 916 West St.

Company or organization represented, etc. *(if applicable)* _____

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.

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Agenda Item Number(s) 13 Item Description MDOT noise request

Name (print) David Lambert E-Mail *(optional)* davidL@LMERT.com

Address (street, city, zip) 1023 S HOLMES ST

Company or organization represented, etc. *(if applicable)* N/A

Signature

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RESOLUTION #2021-205

BY THE COMMITTEE ON WAYS AND MEANS

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City of Lansing was selected on August 26, 2021 to receive a Cities for Financial Empowerment Fund (CFE Fund) planning grant for "Local Consumer Protection Initiative" for $10,000;

WHEREAS, the City of Lansing's Office of Financial Empowerment, which is part of the Department of Neighborhoods & Citizen applied for a planning grant to develop a comprehensive Local Consumer Financial Protection Strategic Plan, and to participate in the CFE Fund's national learning community;

WHEREAS, the CFE Fund grant was the result of a competitive proposal process, and the proposal was submitted by the Office of Financial Empowerment on July 7, 2021, approved on August 26, 2021, and will be received upon approval by Council and signed agreement;

WHEREAS, the award for $10,000.00 does not require a local match;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Cities for Financial Empowerment Fund grant in the total amount of $10,000.00 for the grant period beginning at council approval for the City of Lansing.

BE IT FINALLY RESOLVED, 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 grant funds.

RESOLUTION #2021-206

BY THE COMMITTEE ON PUBLIC SAFETY

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Transportation and Non-Motorized Section of the Public Service Department received a request to install a stop sign at the intersection of Lansing Avenue and Queen Street; and

WHEREAS, the Transportation and Non-Motorized Section conducted an investigation to determine sight distance and traffic control requirements at the intersection of Lansing Avenue and Queen Street; and

WHEREAS, based on this study the Transportation and Non-Motorized Section recommends that a yield sign be installed for eastbound traffic on Ontario Street at Lansing Avenue due to the safe approach speed and to assign right of way at this intersection; and

WHEREAS, the minutes containing the Public Service Board's recommendation on this matter are on file with the City Clerk's office; and

WHEREAS, the Mayor concurs with the recommendation of the Public Service Board; and

WHEREAS, the Committee on Public Safety reviewed the report and concurs with the recommendation of the Public Service Board.

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council approves Traffic Control Order No. 21-16, thereby authorizing the Transportation Engineer to regulate traffic at the intersection of Lansing Avenue and Queen Street;

BE IT FINALLY RESOLVED that Traffic Control Order No. 21-16 shall become effective when signed by the Transportation Engineer and filed with the City Clerk and the appropriate signs are installed.

RESOLUTION #2021-207

BY THE COMMITTEE ON PUBLIC SAFETY

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Transportation and Non-Motorized Section of the Public Service Department received a request to install a stop sign at the intersection of Cross Street and Lansing Avenue; and

WHEREAS, the Transportation and Non-Motorized Section conducted an investigation to determine sight distance and traffic control requirements at the intersection of Cross Street and Lansing Avenue; and

WHEREAS, based on this study the Transportation and Non-Motorized Section recommends that a stop sign be installed for westbound traffic on Cross Street at Lansing Avenue due to the safe approach speed and to assign right of way at this intersection; and

WHEREAS, the minutes containing the Public Service Board's recommendation on this matter are on file with the City Clerk's office; and

WHEREAS, the Mayor concurs with the recommendation of the Public Service Board; and

WHEREAS, the Committee on Public Safety reviewed the report and concurs with the recommendation of the Public Service Board.

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council approves Traffic Control Order No. 21-17, thereby authorizing the Transportation Engineer to regulate traffic at the intersection of Cross Street and Lansing Avenue;

BE IT FINALLY RESOLVED that Traffic Control Order No. 21-17 shall become effective when signed by the Transportation Engineer and filed with the City Clerk and the appropriate signs are installed.

RESOLUTION #2021-208

BY THE COMMITTEE ON PUBLIC SAFETY

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Transportation and Non-Motorized Section of the Public Service Department received a request to install stop signs at the intersection of Magnolia Avenue and Marcus Street; and

WHEREAS, the Transportation and Non-Motorized Section conducted an investigation to determine sight distance and traffic control requirements at the intersection of Magnolia Avenue and Marcus Street; and

WHEREAS, based on this study the Transportation and Non-Motorized Section recommends that the existing yield signs on Marcus Street at Magnolia Avenue be upgraded to stop signs due to the safe approach speed at this intersection; and

WHEREAS, the minutes containing the Public Service Board's recommendation on this matter are on file with the City Clerk's office; and

WHEREAS, the Mayor concurs with the recommendation of the Public Service Board; and

WHEREAS, the Committee on Public Safety reviewed the report and concurs with the recommendation of the Public Service Board.

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council approves Traffic Control Order No. 21-18, thereby authorizing the Transportation Engineer to regulate traffic at the intersection of Magnolia Avenue and Marcus Street;

BE IT FINALLY RESOLVED that Traffic Control Order No. 21-18 shall become effective when signed by the Transportation Engineer and filed with the City Clerk and the appropriate signs are installed.

Approved by the Committee on Public Safety

on: _____

Approved for placement on the City Council Agenda:

_____

James D. Smiertka
City Attorney

Date: _____

RESOLUTION #2021-209

BY THE COMMITTEE ON PUBLIC SAFETY

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Transportation and Non-Motorized Section of the Public Service Department received a request to change the existing parking regulations along Taffy Parkway between Hughes Road and Haag Road; and

WHEREAS, the Transportation and Non-Motorized Section provided a parking petition to be signed by the occupants / owners of properties along Taffy Parkway between Hughes Road and Haag Road; and

WHEREAS, based on the parking petition being signed by a majority of occupants / owners of properties along Taffy Parkway between Hughes Road and Haag Road, the Transportation and Non-Motorized Section recommends that parking be prohibited along the west side of Taffy Parkway between Hughes Road and Haag Road; and

WHEREAS, the minutes containing the Public Service Board's recommendation on this matter are on file with the City Clerk's office; and

WHEREAS, the Mayor concurs with the recommendation of the Public Service Board; and

WHEREAS, the Committee on Public Safety reviewed the report and concurs with the recommendation of the Public Service Board.

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council approves Traffic Control Order No. 21-15, thereby authorizing the Transportation Engineer to regulate parking along Taffy Parkway between Hughes Road and Haag Road;

BE IT FINALLY RESOLVED that Traffic Control Order No. 21-15 shall become effective when signed by the Transportation Engineer and filed with the City Clerk and the appropriate signs are installed.

RESOLUTION #2021-210

BY THE COMMITTEE ON PUBLIC SAFETY

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Transportation and Non-Motorized Section of the Public Service Department received a parking prohibition request from Mary Howell Wall, Chief Operating Officer for Legacy LLC, on behalf of the Board of Directors and Members of Village Townhouses Cooperative, 5937 Haverhill Drive. This request was for parking to be prohibited along the north side of Haverhill Drive and along the west side of Winterset Drive to prevent congestion and potential safety issues in regards to emergency vehicle access to the community; and

WHEREAS, the Transportation and Non-Motorized Section reviewed this request and the roadway geometrics along both Haverhill Drive and Winterset Drive; and

WHEREAS, based on the request from Village Townhouses Cooperative and roadway geometrics the Transportation and Non-Motorized Section recommends that parking be prohibited along sections of the east and west sides of Haverhill Drive and along sections of the north and south sides of Winterset Drive to better meet the needs of residents and allow for unobstructed emergency vehicle access; and

WHEREAS, the minutes containing the Public Service Board's recommendation on this matter are on file with the City Clerk's office; and

WHEREAS, the Mayor concurs with the recommendation of the Public Service Board; and

WHEREAS, the Committee on Public Safety reviewed the report and concurs with the recommendation of the Public Service Board.

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council approves Traffic Control Order Nos. 21-19 and 21-20, thereby authorizing the Transportation Engineer to regulate parking along Haverhill Drive and Winterset Drive;

BE IT FINALLY RESOLVED that Traffic Control Order Nos. 21-19 and 21-20 shall become effective when signed by the Transportation Engineer and filed with the City Clerk and the appropriate signs are installed.

RESOLUTION #2021-211

BY THE COMMITTEE ON WAYS AND MEANS

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, In August 2021, the Lansing Police Department (LPD) submitted a grant application to the Michigan Office of Highway Safety Planning (OHSP) for overtime funding to be utilized for a high visibility traffic enforcement program designed to reduce pedestrian and bicyclist fatalities and suspected serious injuries by educating and enforcing traffic safety laws designed to keep pedestrians and bicyclists safe; and

WHEREAS, the city of Lansing had a total of 55 pedestrian fatalities and serious injuries and 23 bicyclist fatalities and serious injuries during a 5-year period (2015-2019); and

WHEREAS, the Lansing Police Department was informed on September 24, 2021, that its application was selected to receive grant funding; and

WHEREAS, the total grant amount is $12,809: and

WHEREAS, twenty percent ($2,562) of the $12,809 grant consists of local match; and

WHEREAS, the grant period is October 1, 2021 through September 30, 2022.

BE IT FURTHER RESOLVED, the Lansing City Council approves acceptance of the Office of High Safety Planning grant for the period October 1, 2021 through September 30, 2022 in the amount of $12,809, of which 20% is local match.

BE IT FINALLY RESOLVED, 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 funds.

RESOLUTION #2021-212

BY THE COMMITTEE ON WAYS AND MEANS

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, for the past twenty-five years, the Capital Area Response Effort (CARE) Programs has served the City of Lansing in ending intimate partner violence in Ingham County; and

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

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

WHEREAS, the CARE Program utilizes 3 full-time staff and approximately 30 volunteers (on-call 7-days a week from 0800 – 0100 hours) via Tri-county dispatch center; and

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

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

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

WHEREAS, the CARE Program is funded for 10/01/2021 – 09/30/2022 by a renewable pass through federal Domestic Violence Services (DVS) Grant of $164,897; and

WHEREAS, there is no local match requirement.

BE IT FURTHER RESOLVED, the Lansing City council approves acceptance of the DVS-CARE grant from the Michigan Department of Human Services in the amount of $164,897 for the period October 1, 2021, through September 30, 2022.

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

RESOLUTION #2021-213

BY COMMITTEE OF THE WHOLE

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, Section 6-201.1 of the Lansing City Charter provides that “the Mayor shall have the overall responsibility for all the labor relations of the City”; and

WHEREAS, pursuant to this responsibility and the authority granted to the Mayor in Section 6-201.2 of the Charter to designate a chief labor negotiator, the Mayor has designated Elizabeth O’Leary as Chief Labor Negotiator for the City, subject to the advice and consent of City Council.

NOW THEREFORE BE IT RESOLVED, the City Council, having reviewed and considered the designation of Elizabeth O’Leary as Chief Labor Negotiator of the City of Lansing, hereby consents to such designation.

RESOLUTION #2021-214

BY THE COMMITTEE ON DEVELOPMENT & PLANNING

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor has made the appointment of John Shaski as a member of the Saginaw Street Corridor of Improvement Authority for a term to expire June 30, 2022; 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 October 19, 2021 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of John Shaski as a member of the Saginaw Street Corridor of Improvement Authority for a term to expire June 30, 2022.

RESOLUTION #2021-215

BY THE COMMITTEE ON CITY OPERATIONS

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, a public hearing was held on Monday, October 11, 2021, in consideration of the request by the Michigan Department of Transportation (MDOT), the owner of the 496 reconstruction project, for issuance of a waiver of the noise ordinance on weekdays from 8:00 PM to 7:00 AM and any time on weekends or holidays for the period March 1, 2022, through December 1, 2022 and for the period March 1, 2023 through November 15, 2023; and

WHEREAS, the associated road and bridge improvements, including sewer upgrades, are necessary to support and serve the greater Lansing area residents and commuters that frequent the Lansing area; and

WHEREAS, to minimize the disruption to motorists, MDOT, the owner, is requesting a noise waiver to accommodate construction activities outside the allowable time frame as set forth in section 654.07 of the Code of Ordinances; and

WHEREAS, the City of Lansing Public Service Department recommends that the contractor be granted the requested noise waiver in order to:

- limit the amount of time local access for property owners is impacted;
- limit the amount of time that vehicular traffic will be detoured; and
- keep the project on-schedule; and

WHEREAS, no substantive written or verbal comments in opposition to this noise waiver were received from anyone within the project area at the public hearing or during the public comment period.

NOW THEREFORE BE IT RESOLVED that the City Council grant a waiver of the noise ordinance, for construction noise along I-496 in the City of Lansing, on weekdays from 8:00 PM to 7:00 AM and any time on weekends or holidays for the period March 1, 2022, through December 1, 2022 and for the period March 1, 2023 through November 15, 2023.

RESOLUTION #2021-216

BY THE COMMITTEE ON WAYS AND MEANS

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the American Rescue Plan Act of 2021 (ARPA) was signed into law on March 11, 2021, establishing Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) by appropriating $45,570,000,000 under to make payments to metropolitan cities; and

WHEREAS, under the formula established under ARPA, the City of Lansing was awarded $49,924,664 to be paid in two separate traunches of $24,962,332. The first of which was received by the City of Lansing on August 5, 2021 and the second of which will be available 12 months after the first payment; and

WHEREAS, Sections 602(c)(1) and 603(c)1 provide these funds may be used as follows:

A. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

B. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State, territory, or Tribal government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work; and

C. for the provision of government services to the extent of the reduction in revenue of such State, territory, or Tribal government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or Tribal government prior to the emergency; and

D. to make necessary investments in water, sewer, or broadband infrastructure.

WHEREAS, the Fiscal Year 2022 Budget adopted by City Council on May 16, 2021 anticipated the use of the first traunch, the vast majority of which to be spent on revenue loss between the general fund and parking fund;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the ARPA funds in the total amount of $49,924,664 awarded between the two traunches of $24,962,332;

BE IT FURTHER RESOLVED, the Lansing City Council approves the use of the first traunch of $24,962,332 for public health and economic impacts; provision of government services to the extent of the reduction in revenue to the City due to COVID-19; premium pay; and necessary investments in water, sewer, or broadband infrastructure;

BE IT FURTHER RESOLVED, that prior to the expenditure or reimbursement of ARPA funds for any use, the Administration shall determine whether or not a given use is eligible

pursuant to the legislation or official guidance from U.S. Treasury, and shall document the basis for this determination along with the estimated expenditure and programmatic data required to fulfill the reporting requirements established by the legislation and U.S. Treasury.

BE IT FINALLY RESOLVED, 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 funds.

RESOLUTION #2021-217

BY THE COMMITTEE ON WAYS AND MEANS

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City of Lansing was chosen by the Michigan State Housing and Development Authority to be a location for a Neighborhood Stabilization Program Income Grant; and

WHEREAS, MSHDA has awarded $250,000 in grant funds to be used to perform exterior code-related rehabilitation activities at approximately 8 owner occupied homes with household incomes at or below 80% of area median income in the Churchill Downs neighborhood such as roofing, siding, window replacement, porch replacement and repair, modest landscaping at the façade, and the removal of dead trees; and

WHEREAS, no City match is required; and

WHEREAS, the City will partner with Capital Area Housing Partnership to deliver the program to residents including income qualification, inspection, bidding, and project management; and

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council approves acceptance of the MSHDA NSP PI grant for completion of the activities funded by the grant; and

BE IT FINALLY RESOLVED, the Administration is authorized to accept the MSHDA MSP PI grant and create appropriate accounts necessary to take actions as may be required to implement the grant.

RESOLUTION #2021-218

BY THE COMMITTEE OF THE WHOLE

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City of Lansing, Michigan (*"City"*) authorized its Resolution #2021-047 (the *"GAN Resolution"*) in anticipation of City's Department of Human Relations and Community Services (*"HRCS*") acting as the Collaborative Applicant and fiduciary for the Continuum of Care for the Lansing, East Lansing and Ingham County area to receive a grant of funds from the Michigan State Housing Development Authority (*"MSHDA*") under the U.S. Treasury Department Consolidated Appropriations Act of 2021 (*"Act*") for the Emergency Rental Assistance Program (the *"Grant"*); and

WHEREAS, the awarded Grant funds have helped to provide Emergency Rental Assistance payments for qualified participants adversely affected by the coronavirus pandemic with the cooperative participation of at least the following agencies: Advent House Ministries, Holy Cross Services, Capital Area Hosing Partners and HRCS, originally for a period ending September 30, 2021 with the possibility of a qualifying three month extension; and

WHEREAS, at the time the GAN Resolution was passed, HRCS was expected to receive from MSHDA, Grant funds in an aggregate amount of up to $27,278,000; and

WHEREAS, the GAN Resolution authorized the City to issue a grant anticipation note or notes (*"GAN"*) pursuant to Public Act 34 of 2001 (*"Act 34"*), the proceeds of which were used (i) to finance Emergency Rental Assistance payments to eligible recipients and (ii) to reimburse the City for such payments the City advanced to eligible recipients; and

WHEREAS, the GAN Resolution authorized the Mayor and the Finance Director or their designees to take any actions necessary for the issuance of the GAN; and

WHEREAS, on April 1, 2021, the City issued a GAN with a principal amount not to exceed $13,600,000; and

WHEREAS, on July 14, 2021, MSHDA notified the City that its Grant fund had been increased to $30,039,243 (*"Amendment #1"*); and

WHEREAS, HRCS is now anticipating another amendment increasing the Grant fund by approximately $16,000,000 to an aggregate amount of $46,039,243 (*"Amendment #2"*); and

WHEREAS, HRCS anticipates receiving additional increases to the Grant (*"Future Amendments,"* and collectively with Amendment #1 and Amendment #2, *"Grant Amendments"*); and

WHEREAS, Section 415(3) of Act 34 states that the principal amount of a municipal security issued under this section shall not exceed 50% of the amount remaining to be received by the municipality that is not still subject to an appropriation from the granting agency under a written contract from that granting agency that has been accepted by resolution by the municipality; and

WHEREAS, in order for the City to continue to provide for financing for rental assistance payments and other Emergency Rental Assistance Program related expenses it is necessary to increase the stated amount of the GAN within the parameters imposed by Act 34, to be an amount not to exceed 50% of the Grant fund as amended by the Grant Amendments; and

NOW, THEREFORE, BE IT RESOLVED the City acknowledges that the terms of the Grant have been changed and may again change, including by increasing the Grant funds to be disbursed to HRCS as stipulated by MSHDA, and the City, on behalf of itself and HRCS, does hereby specifically agree, but not by way of limitation, and resolves, as follows:

1. That the City's Grant Anticipation Note dated April 1, 2021 may be amended as necessary to reflect a not-to-exceed amount of 50% of total Grant funds as appropriated by MSHDA including through any Grant Amendments.

2. That the City's Grant Anticipation Note dated April 1, 2021 may be further amended to reflect additional changes to the program implemented by the State of Michigan, MSHDA, or pursuant to the Act and the City Mayor is authorized to accept current and future Grant Amendments on behalf of the City.

3. That the Sections 1-9 of the City Resolution #2021-047 shall otherwise remain in full effect.

RESOLUTION #2021-219
BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, City Clerk Chris Swope submitted a recommended list of dates for the Lansing City Council meetings for 2022 to the Lansing City Council; and

WHEREAS, the Committee of the Whole will meet at 5:30 p.m. or at another time or date as determined by the Council President, before all Monday Council meetings listed below; and

WHEREAS, the Committee of the Whole will meet at 5:30 p.m. on Monday, January 3, 2022; and

WHEREAS, the Lansing City Charter requires the City Council to meet at least 26 times each year; and

WHEREAS, the Committee of the Whole reviewed the City Clerk's recommendations for the meeting dates for 2022.

NOW, THEREFORE, BE IT RESOLVED the Lansing City Council hereby approves the Lansing City Council meeting dates for 2022 as follows:

Monday, January 3, 2022; Annual Organizational - 1st meeting of year
Monday, January 10, 2022
Monday, January 24, 2022
Monday, February 14, 2022
Monday, February 28, 2022; Board List - prior to first meeting in March
Monday, March 14, 2022
Monday, March 28, 2022; Mayor's Budget - on or before 4th Monday in March
Monday, April 11, 2022
Monday, April 25, 2022; Mayor's Board Appointments - prior to first meeting in May
Monday, May 9, 2022
Monday, May 16, 2022 Adopt Budget - not later than 3rd Monday in May
Monday, May 23, 2022;
Monday, June 13, 2022; Council Act on Appointments - at or before 1st meeting in June
Monday, June 27, 2022
Monday, July 11, 2022
Monday, July 25, 2022
Monday, August 8, 2022
Monday, August 22, 2022
Monday, September 12, 2022
Monday, September 26, 2022; Budget Priorities - no later than October 1
Monday, October 10, 2022
Monday, October 24, 2022
Monday, November 14, 2022

Monday, November 28, 2022
Monday, December 5, 2022
Monday, December 12, 2022

All meetings will be on Monday at 7:00 p.m. in one of the following meeting locations, the Tony Benavides Lansing City Council Chambers, 10th Floor City Hall, South Washington Office Complex, 2500 S. Washington, Lansing MI 48910 or virtual webinar. The meeting location (or, if virtual, the meeting ID and instructions for access) will be posted on the notice of the public meeting in accordance with state statute.

RESOLUTION #2021-220

BY THE COMMITTEE OF THE WHOLE

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Home Rule City Act requires the City Council to apportion the wards following the official release of the decennial census results; and

WHEREAS, pursuant to the Home Rule City Act, the changes in ward boundaries by law will not take effect for any election occurring within four months of the official release of the census figures of each United States decennial census and therefore will not be in effect for the 2021 City Election; and

WHEREAS, Lansing City Clerk Chris Swope has submitted an apportionment plan for the City of Lansing that was approved by the Election Commission on October 5, 2021 pursuant to the City Charter; and

WHEREAS, this plan will move three geographic areas to a different ward in order to achieve a more equal population balance between the four wards; and

WHEREAS, less than 3000 City residents would be impacted by these changes, and

WHEREAS; the boundary changes would allow for most of the impacted voters to have a polling place closer to their homes; and

NOW, THEREFORE, BE IT RESOLVED the Lansing City Council hereby approves the following Ward boundary changes:

- The area beginning at the intersection of W. Sheridan Rd and Turner St., thence west to N. Martin Luther King Jr. Blvd., thence south to Grand River waterway, thence southeast to N. Grand River Ave., thence north W. North St., thence southeast to East North St., thence east to Turner Rd., thence north and northwest along Turner Rd. to the point of beginning shall be moved from Ward 4 to Ward 1.
- The area beginning at the intersection of E Mount Hope Ave. and S. Cedar St., thence west to S. Washington Ave., thence southwest to W. Greenlawn Ave. thence east continuing onto E. Greenlawn Ave to S. Cedar St, thence north to the point of beginning shall be moved from Ward 1 to Ward 4.
- The area beginning at the intersection of S. Washington Ave. and Dunlap St., thence west to S. Martin Luther King Jr. Blvd, thence south to W. Holmes Rd., thence east to S. Washington Ave, thence northeast to the point of beginning shall be moved from Ward 3 to Ward 4.

Chris Swope
Lansing City Clerk

October 22, 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
Board of Ethics	07/14/2021
Police And Fire Retirement System	8/14/2021
Fire Board of Commissioners	9/08/2021

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

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

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

WHEREAS, pursuant to the Lansing City Charter and Chapter 280 of the Lansing Code of Ordinances, the Council shall designate in advance the first meeting of the Elected Officers Compensation Commission in even-numbered years; and

WHEREAS, Chapter 280 of the Lansing Code of Ordinances requires the first meeting of the Elected Officers Compensation Commission to be prior to February 21, 2022 and that the commission meet on no more than 15 session days;

WHEREAS, Chapter 280 of the Lansing Code of Ordinances requires the Elected Officers Compensation Commission to make its determination within forty-five days after its first meeting;

NOW, THEREFORE, BE IT RESOLVED the Lansing City Council hereby calls upon the Elected Officers Compensation Commission to meet and conduct its business in 2022 and designates _____, February _____, 2022 at _____ p.m. in the City Council Conference Room on the 10th floor of City Hall as the first meeting of the Commission.

BE IT FURTHER RESOLVED the City Council Office Manager shall serve as the recording secretary to the Commission unless the Commission determines otherwise.

BE IT FINALLY RESOLVED the City Clerk shall notify the members of the Commission in writing concerning the designated date, time, and place of the first meeting at least seven calendar days in advance thereof.

RESOLUTION #2021-___

BY THE COMMITTEE ON _____

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Licensing and Enforcement Division of the Michigan Liquor Control Commission received a request from Lorenzo's LLC. for a SDM and Class C license, Sunday sales (PM), topless, extended hours, dance, entertainment, and outdoor service permits; and

WHEREAS, the Committee on City Operations met on _____, 2021 to review the request with affirmative action taken;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves the request from Lorenzo's LLC. for a SDM and Class C license, Sunday sales (PM), additional bars, topless, extended hours, dance, entertainment, and outdoor service permits;

City of Lansing, Michigan
On-Premises Alcohol Sales Application

Business Name: **Lorenzo's, LLC** dba: _____

Business Address: _2177 Tamarack Drive _____

City: __Okemos_____ State: __MI_____ Zip: ____48864_____

Main Contact Number: **(517) 574-8513** Secondary Contact Number: (____) _____

Email Address: **brewer62@hotmail.com**

License(s) for which you are seeking Local Government Approval: **Liquor License**

Provide the name, age and address of the applicant, in the case of an individual, or, in the case of a co-partnership, the names, addresses and ages of the persons entitled to share in the profits thereof, or, in the case of a corporation, the objects for which the corporation is organized, the names, addresses and ages of the officers and directors and, if a majority interest in the stock of such corporation is owned by one person or his or her nominee, the name, address and age of such person:

Name	Position	Address	Age
Adam Brewer	Sole Member	2711 Tamarack Drive Okemos, MI 48864	[redacted]

If an Individual, provide Applicant's:

Date of Birth: __[redacted]___ Place of Birth: __Michigan_____

What character of business do you intend to operate? _Night club _____

_____

What is the length of time your business has been of that character, or in the case of a corporation, the date when its charter was issued?

__Lorenzo's LLC was formed on 11/10/2020_____

Have you made applications for a similar or other license on premises other than those described in this application? Yes ☐ No **X**

When you are done with this form, please return it to:
Chris Swope, City Clerk
Lansing City Clerk's Office
Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695
Phone: 517-483-4131 Fax:517-377-0068
City.clerk@lansingmi.gov lansingmi.gov/clerk

If yes, what is the disposition of any such earlier application? _____

_____

Are building plans on file? Yes ☐ No ☒ If not please submit them with this application showing the entire structure and premises and, in particular, the specific areas where the license is to be utilized. Such plans shall demonstrate adequate off-street parking, lighting and refuse disposal facilities and, where appropriate, adequate plans for screening and noise control, as provided in the Zoning, Building and Housing, and Fire Prevention Codes.

☑ I (we) have never been convicted of a felony and is (are) not disqualified to receive a license by reason of any item contained in this chapter or the laws of the State.

☑ I (we) will not violate any State or Federal laws or any ordinance of the City in the conduct of this business.

☑ I (we) or my (our) agent(s) do not owe any personal property taxes.

☑ The copy of the Michigan Liquor Control Commission application submitted with this application is a true copy of what I (we) intend to submit to the Michigan Liquor Control Commission.

I hereby certify that this application is complete and accurate to the best of my knowledge, information and belief.

_____ 9-22-21

Signature **Date**

Subscribed and sworn to before me this

_____ day of _____, 20___.

Signature _____

Printed Name _____

Notary Public, _____ *County, Michigan*

My Commission Expires: _____

Acting in the County of _____

34131:00001:5715325-1

TAMMIE L. FISHER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF BARRY
My Commission Expires July 8, 2027
Acting in the County of Ingham

When you are done with this form, please return it to:
Chris Swope, City Clerk
Lansing City Clerk's Office
Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695
Phone: 517-483-4131 Fax:517-377-0068
City.clerk@lansingmi.gov lansingmi.gov/clerk

Chris Swope
Lansing City Clerk

REPORT ON APPLICATION FOR:

ACTION	TYPE OF LICENSE
☐ Transfer Ownership	■ Class C
☐ Transfer Location	■ SDD
☐ Add Partner	SDM
☐ Drop Partner	☐ Tavern
☐ Other:	■ Other: Brew Pub Sunday Sales

NAME:

Lorenzo's LLC
2177 Tamarack Drive
Okemos MI 48864

THAT THE REQUEST: By Lorenzo's LLC for a transfer of SDM, Class C with Additional Bar(s), Outdoor Service, Dance, Entertainment, Extend Hours, Topless, Sunday Sales PM at 1247 Center Street, Lansing 48906, Ingham County

	Location Approval Signature & Date	Building Approval Signature & Date
~~Chief of~~ Police	#31 10/4/21	#31 10-4-21 POL
Fire Marshal		
Planning/Zoning		
Building Comm.		
City Treasurer		

Date to City Council _____

PLEASE RETURN THIS FORM TO: Brian Jackson at brian.jackson@lansingmi.gov or FAX 517-377-0068

Chris Swope
Lansing City Clerk

REPORT ON APPLICATION FOR:

ACTION	TYPE OF LICENSE
☐ **Transfer Ownership**	■ **Class C**
☐ **Transfer Location**	■ **SDD**
☐ **Add Partner**	**SDM**
☐ **Drop Partner**	☐ **Tavern**
☐ **Other:**	■ **Other: Brew Pub**
	Sunday Sales

NAME:

Lorenzo's LLC
2177 Tamarack Drive
Okemos MI 48864

THAT THE REQUEST: By Lorenzo's LLC for a transfer of SDM, Class C with Additional Bar(s), Outdoor Service, Dance, Entertainment, Extend Hours, Topless, Sunday Sales PM at 1247 Center Street, Lansing 48906, Ingham County

	Location Approval	Building Approval
	Signature & Date	Signature & Date
Chief of Police		
Fire Marshal	Mark Langer 10/19/2021	Mark Langer 10/19/2021
Planning/Zoning		
Building Comm.		
City Treasurer		

Date to City Council _____

PLEASE RETURN THIS FORM TO: Brian Jackson at brian.jackson@lansingmi.gov or FAX 517-377-0068

Chris Swope
Lansing City Clerk

REPORT ON APPLICATION FOR:

ACTION		TYPE OF LICENSE	
☐	**Transfer Ownership**	■	**Class C**
☐	**Transfer Location**	■	**SDD**
☐	**Add Partner**		**SDM**
☐	**Drop Partner**	☐	**Tavern**
☐	**Other:**	■	**Other: Brew Pub Sunday Sales**

NAME:

Lorenzo's LLC
2177 Tamarack Drive
Okemos MI 48864

THAT THE REQUEST: By Lorenzo's LLC for a transfer of SDM, Class C with Additional Bar(s), Outdoor Service, Dance, Entertainment, Extend Hours, Topless, Sunday Sales PM at 1247 Center Street, Lansing 48906, Ingham County

	Location Approval Signature & Date	Building Approval Signature & Date
Chief of Police		
Fire Marshal		
Planning/Zoning	10/1/21	10/1/21
Building Comm.		
City Treasurer		

Date to City Council _____

PLEASE RETURN THIS FORM TO: Brian Jackson at brian.jackson@lansingmi.gov or FAX 517-377-0068

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

Chris Swope
Lansing City Clerk

REPORT ON APPLICATION FOR:

ACTION	TYPE OF LICENSE
☐ **Transfer Ownership**	■ **Class C**
☐ **Transfer Location**	■ **SDD**
☐ **Add Partner**	**SDM**
☐ **Drop Partner**	☐ **Tavern**
☐ **Other:**	■ **Other: Brew Pub**
	Sunday Sales

NAME:

Lorenzo's LLC
2177 Tamarack Drive
Okemos MI 48864

THAT THE REQUEST: By Lorenzo's LLC for a transfer of SDM, Class C with Additional Bar(s), Outdoor Service, Dance, Entertainment, Extend Hours, Topless, Sunday Sales PM at 1247 Center Street, Lansing 48906, Ingham County

	Location Approval Signature & Date	Building Approval Signature & Date
Chief of Police		
Fire Marshal		
Planning/Zoning		
Building Comm.	10-5-2021	10-5-2021
City Treasurer		

Date to City Council _____

PLEASE RETURN THIS FORM TO: Brian Jackson at brian.jackson@lansingmi.gov or FAX 517-377-0068

Lorenzo's LLC

Approvals

Instructions to City Treasurer: Choose an approval decision on the Treasurer Approval row, and click **Submit**.

License Desk Approval	Approved	Denied
Police Approval	Approved	Denied
Fire Marshal Approval	Approved	Denied
Zoning Approval	Approved	Denied
Building Safety Approval	Approved	Denied
Treasury Approval	Approved	Denied
Treasurer Approval*	Approved	Denied
Clerk Approval	Approved	Denied

Attachments

Treasury Form for all Stakeholders	Lorenzo COL Liquor App.pdf	1.09MB
Copy of Michigan Liquor Control Commission Application	Lorenzo SOM liquor app and other documetation...	21.2MB

Building Plans

Your application is required to be notarized per the Ordinance. Please click the link below and print, complete, sign and have notarized, and attach the completed form to the application using the button below. **Download Notarization Document**

Notarization Document*	Lorenzo COL Liquor App.pdf	1.09MB

I hereby certify that this application is complete and accurate to the best of my knowledge, information and belief. I understand that a false statement on this application may result in either a denial of this application or subsequent revocation if this license is granted.

Signature

See Journal paper application attached by

Date Submitted 9/29/2021

AUTHORITY: 1992 PA 174
COMPLIANCE: Voluntary, however, a grant will not be approved unless the complete application is submitted.

FY 2022 ATPA GRANT APPLICATION

Email signed application and all required documentation to MSPATPA@michigan.gov. Do not send a paper copy.

Applicant Information

Name of Applicant Organization Lansing Police Department		ATPA Grant Number 23	
Applicant Mailing Address 120 W Michigan Ave	City Lansing	State MI	ZIP Code 48933
Name of Governmental Unit (If applicable) Lansing Police Department	Type of Governmental Unit ☐ State ☒ City ☐ County ☐ Other:		
Address of Governmental Unit (If different from above, include City, State, ZIP Code) Same		Federal Tax ID Number 38-6004628	
Project Title ARTIC	Beginning Date of Grant **October 1, 2021**	Ending Date of Grant **September 30, 2022**	
Project Area (City/Township/County) City of Lansing			
All Agencies Participating in the Project (If cooperative effort) City of Lansing			

The undersigned understand and agree that a grant received as a result of this application is subject to 1992 PA 174, the policies of the ATPA, and the grant conditions, as outlined on pages 2-3. We certify that all information provided is true and accurate.

Name and Title of **AUTHORIZED OFFICIAL/PROJECT DIRECTOR** Chief Daryl Green	Signature		Date Signed 11 MAY 2021
Authorized Official Mailing Address 120 W Michigan Ave	City Lansing	State MI	ZIP Code 48933
Email Address Daryl.Green@Lansingmi.gov	Telephone Number 517-483-4801 EXT.	Cell -	Fax -
Name and Title of **PROJECT CONTACT** Det Shawn Martinez	Signature		Date Signed 5/10/2021
Project Director Mailing Address 120 W Michigan Ave	City Lansing	State MI	ZIP Code 48933
Email Address Shawn.Martinez@Lansingmi.gov	Telephone Number 517-483-6856 EXT.	Cell -	Fax -
Name and Title of **FINANCIAL CONTACT** Joe McClure-Budget Control Supervisor	Signature Joe McClure		Date Signed 5/12/21
Financial Contact Mailing Address 120 W Michigan Ave	City Lansing	State MI	ZIP Code 48933
Email Address Joe.McClure@Lansingmi.gov	Telephone Number 517-483-4808 EXT.	Cell -	Fax -

Program Information

LAW ENFORCEMENT

1. General Overview

For the following section, provide specific, detailed explanation of existing motor vehicle theft/fraud issues in your jurisdiction. Include statistics and analysis that validate the issues identified. Describe, in detail, current program/project. New grantees can answer N/A for those questions that do not apply.

What motor vehicle theft/fraud issues currently exist in your jurisdiction that warrant funding from the ATPA?

-Lansing has seen an increase of 62% in motor vehicle theft from 2019 to 2020. In 2020, we recovered 399 vehicles which resulted in a 84% recovery rate and a value of $3,133,178 in recovered vehicles. We had 66 complaint and warrants submitted to the Prosecutor's Office in 2020.
-The majority of stolen vehicles were out of convenience due to vehicles running unattended or with keys left in vehicle. Even though citizens were made aware of what could happen when a vehicle is running unattended and with keys left in vehicle that still continues to be the number one reason being why vehicles are stolen in Lansing. I believe that Covid 19 played a role in this type of crime.
-Very few vehicles have been stolen due to ignition punch or hotwired.
-Due to Covid 19, jails/youth homes are not housing property related crimes. First time offenders, repeat offenders and juveniles are being released and continue to steal vehicles.
-We are currently working 10-20 cases of Business B&E in which work trucks are being stolen. A large group of juveniles are breaking into businesses to steal work trucks. The juveniles then use the stolen work trucks to ram marijuana grow warehouses to steal their product.
-Some frauds have occurred but, remain low compared to the overall cause of thefts. Due to COVID, SOS has been closed or by appointment only. Owners have purchased vehicles and left the title in the vehicle. We have had some success in recovering the vehicles and obtaining title fraud warrants.
-Lansing is the center of a larger metropolitan area, and a large amount of stolen vehicles are recovered in Lansing.

Describe any existing organizations, partnerships, or community groups that are involved in the reduction of motor vehicle theft/fraud in your jurisdiction. Have you done any collaboration with them? If so, please advise of any successes you achieved.

-Lansing has worked with several neighboring jurisdictions and other states to help reduce vehicle theft.
-I have worked with Eaton County, New York and Pennsylvania to identify a suspect who sold a stolen truck with a re-used VIN to obtain 4 felony warrants on the suspect.
-I have worked with Ingham County several times to recover stolen vehicles and identify a suspect for warrants and title fraud.
-I have worked with other neighboring jurisdictions to help identify or obtain charges on the same suspect or on each others behalf for charges.
-I have shared information with several departments in Michigan on the identity of two suspects who have been using two counterfeit driver's licenses to steal high end vehicles from dealerships. I also provided the information to MADA.
-I have gone to several dealerships and kept them updated on the current trend of motor vehicle theft from dealerships, including the name of the two suspects using counterfeit driver's licenses and another suspect using a stolen expired driver's license. I have advised the dealerships to look at the driver's license closely so they do not become a victim of fraud or vehicle theft.
-I have had our Community Resource Officer and Public Information Officer present motor vehicle theft data, concerns and tips about how to keep their vehicle safe to our Neighborhood Watch organizations, Business Watch organizations, social media and local news.

Have you conducted any community outreach, presentations, or training that would help reduce motor vehicle theft/fraud in your jurisdiction? If so, what impact has it had?

-Due to Covid there has not been much face to face interaction. The majority of information shared has been through social media.
-I have reached out to several dealerships to inform them on the latest trends of motor vehicle theft from dealerships. I made them more aware to look at the driver's license closely to make sure they are not counterfeit and/or expired and to make sure the photo matches the person requesting a test drive. It is too early to tell if this had made an impact since this has only occurred in the last month.

-The Community Resource Officer and Public Information Officer have provided information to the public and businesses through social media, presentations and local news about how and why vehicles are stolen and to provide tips to prevent auto theft. Unfortunately the public still leave their vehicles running unattended and with keys in the vehicles, which is our number one reason for auto theft. Businesses are getting broken into and the office rummaged through looking for work keys so they can use stolen work trucks to commit other crimes. With additional training and presentations about building security and key lock boxes, fewer businesses are getting broken into and work trucks stolen. The businesses are doing their part, but until the group of juveniles are lodged in jail this will continue to happen.

Please list any training or equipment you have received from the ATPA in FY 2021. Please include any metrics or benefits it provided your team.
Lansing has not received any training or equipment from ATPA at this time.

In FY 2022, the ATPA board is considering reimbursement for equipment at 100 percent, if this were approved, what equipment would you request? (Please provide current quotes for all equipment requests.)
Lansing has no equipment requests at this time..

2. Program Goals and Objectives

For the following section, explain how you intend to combat, prevent, and reduce motor vehicle theft/fraud. Goals and objectives should be specific, measurable, realistic, and result oriented.

What were your goals for the previous grant period, and did you achieve them? If yes, please provide data for your response. (For grant recipients from the prior year only.)
I took over our Department's Motor Vehicle Theft Detective spot in November 2020. Last year's goals revolved around increased awareness for the public including:
-Social media posts to continue or increase. More posts have gone out, especially around winter time regarding leaving vehicles running unattended and with keys left in vehicles. The goal was met, however, auto theft statistics increased. I believe Covid 19 played a role in the increase.
-Continued contact through Neighborhood Watch Organizations. More posts have gone out, especially around winter time regarding leaving vehicles running unattended and with keys left in vehicles. The goal was met, however, auto theft statistics increased. I believe Covid 19 played a role.
-A new Door to Door Initiative to spread awareness and security tips. Unable to proceed with the Initative due to the transition and Covid 19.
-Identify repeat offenders, especially juveniles, and work with the Prosecutor's Office to make sure that they are prosecuting these individuals. This goal has partially been met as to identifing repeat offenders and juveniles, however, due to Covid 19 property related crime suspects were not being lodged at jails or youth homes. Due to court policy many warrants are being delayed as to not congest the courts with property related crimes.
-Raise awareness within department about processing a recovered stolen vehicle, for example looking for additonal evidence/fingerprints. This was done through departmental training and shift briefing. This goal was met. More recovered vehicles have been printed and more evidence has been gathered.

Identify new goals for the FY 2022 grant period and how you plan to attain the stated goals.
-Continue to work with Neighborhood Watch organizations with the emphasis on not leaving vehicles running unattended and with keys in vehicles through social media and meetings.
-Continue to work with Business Watch organizations with the emphasis of security of building, keys and work vehicles through social media and meetings.
-Build a car dealership email group (Door to Door Initiative)to keep them up to date on current trends of crimes, fraud and suspects. Collect business cards of supervisors from all car dealerships in Lansing to build the email group and hand out my business card.
-Continue to work with the Prosecutor's Office to ask to provide stricter charges/punishments for repeat offenders and juveniles. Keep in contact through email with the Prosecuting Attorney assigned to the repeat offenders and juveniles to check on the disposition of the cases.
-Continue to request patrol officers through emails and bulletins to print and gather evidence from recovered vehicles.
-Continue to assist and request assistance with neighboring jurisdictions through email and bulletins as to the identity of suspects and stolen vehicles.

Identify significant accomplishments during the current grant year.

I took over the grant position in November 2020 and can only relate what my accomplishments have been so far.

-I was able to identify a suspect who was a repeat offender who stole vehicles out of convenience. I was able to obtain multiple warrants for the subject. Some of the vehicles have been recovered and some of the vehicles are still outstanding.

-I was able to identify two suspects who were using counterfeit driver's licenses and stolen credit card numbers to test drive and then stole high end vehicles from dealerships. These suspects have hit several dealerships in Michigan and Indiana. Because these suspects were identified, I was able to warn other dealerships in Lansing. Additionally, the identification lead to multiplecharges being sought by multiple agencies, including Lansing. Other agencies were able to use this information to obtain search warrants in which counterfeiting machines were located and other suspects were identified in this ring. Some vehicles had also been recovered. The true magnitude of suspects and charges are unknown at this time as it is still being investigated by multiple agencies.

-I was able to identify a suspect who stole a vehicle in Eaton County and resold the vehicle with a different VIN. The suspect stole a vehicle from Eaton County and placed an ad on Facebook Marketplace. A subject from New York came to Lansing to purchase the vehicle. The subject purchased the vehicle and went back to New York. The suspect used an altered title and replaced the VIN. I was able to obtain multiple warrants on the suspect. The vehicle was recovered, however, the subject is still out money at this time.

I was able to identify a suspect who had stolen several large equipment vehicles. The suspect was arrested and his master keys were confiscated as evidence. Since the suspect's arrest there have been no additional large equipment vehicles stolen at this time. The large equipment vehicles have been recovered.

Program Information

PROSECUTORS

1. General Overview

For the following section, provide specific, detailed explanation of existing motor vehicle theft/fraud issues in your jurisdiction. Include statistics and analysis that validate the issues identified. Describe, in detail, current program/project. New grantees can answer N/A for those questions that do not apply.

Describe any existing organizations, partnerships, or community groups that are involved in the reduction of motor vehicle theft/fraud in your jurisdiction. Have you done any collaboration with them? If so, please advise of any successes you achieved.

Have you conducted any community outreach, presentations, or training that would help reduce motor vehicle theft/fraud in your jurisdiction? If so, what impact has it had?

What innovative prosecution methods have you implemented in your jurisdiction to ensure the maximum prosecution for automobile related crimes?

Please list any training or equipment you have received from the ATPA in FY 2021. Please include any metrics or benefits it provided to your team.

In FY 2022, the ATPA board is considering reimbursement for equipment at 100 percent, if this were approved, what equipment would you request? (Please provide current quotes for all equipment requests.)

2. Program Goals and Objectives

For the following section, explain how you intend to combat, prevent, and reduce motor vehicle theft/fraud. Goals and objectives should be specific, measurable, realistic, and result oriented.

What were your goals for the previous grant period, and did you achieve them? If yes, please provide data for your response. (For grant recipients from the prior year only.)

Identify new goals for the FY 2022 grant period and how you plan to attain the stated goals.

Identify significant accomplishments during the current grant year.

Program Information

NON-PROFIT COMMUNITY AND TRAINING GROUPS

1. General Overview

For the following section, provide specific, detailed explanation of existing motor vehicle theft/fraud issues in your jurisdiction. Include statistics and analysis that validate the issues identified. Describe, in detail, current program/project. New grantees can answer N/A for those questions that do not apply.

Identify your target population and the geographical target area. Are there unique characteristics or abnormalities in your jurisdiction? (i.e., specific victim groups, organized gang activity, etc.)

Describe any existing organizations, partnerships, or other groups that are involved in the reduction of motor vehicle theft/fraud in your jurisdiction and describe how you work with them.

What innovative methods have you implemented to combat, prevent, and/or reduce motor vehicle theft/fraud and list any successes related to those methods?

2. Program Goals and Objectives

For the following section, explain how you intend to combat, prevent, and reduce motor vehicle theft/fraud. Goals and objectives should be specific, measurable, realistic, and result oriented.

What were your goals for the previous grant period, and did you achieve them? If yes, please provide data for your response. (For grant recipients from the prior year only.)

Identify new goals for the FY 2022 grant period, and how you plan to attain the stated goals.

How will your organization raise awareness of the auto theft issue in your jurisdiction?

ATPA Budget Detail

BUDGET FOR SWORN EMPLOYEES: Complete each column for each separate position; sworn employees are defined as police officers and assistant prosecutors with criminal investigative powers. Make sure to review overtime eligible guidelines prior to completion. Attach additional pages as needed.

Sworn Employees

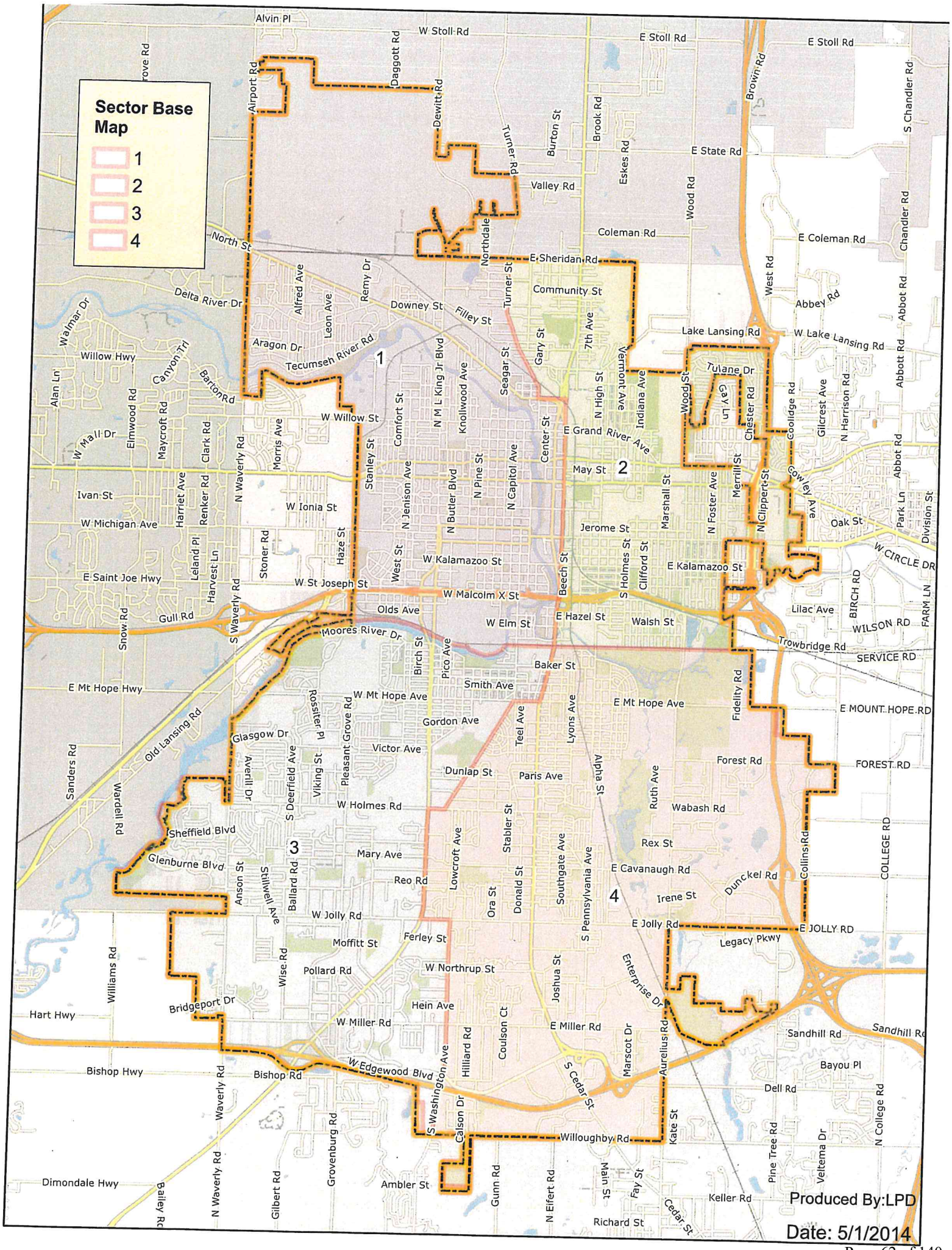
	Name	Title/Position	Agency	Wage, Fringes, Overtime		Total Sworn
1	Shawn Martinez	Detective	Lansing Police Department	Wages	$78437.00	$164513.00
				Fringes	$81076.00	
				Overtime	$5000.00	
2				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
3				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
4				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
5				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
6				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
7				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
8				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
9				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
10				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
11				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
12				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
13				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
14				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
				TOTAL SWORN EMPLOYEES		**$164513.00**

BUDGET FOR OTHER EMPLOYEES: Complete each column for each separate position; other employees include administrative assistants, motor vehicle theft prevention technicians, vehicle information number etching technicians, etc.

Other Employees						
	Name	Title/Position	Agency	Wage, Fringes, Overtime		Total Other
1				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
2				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
3				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
4				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
5				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
				TOTAL OTHER EMPLOYEES		$0.00

Please enter full grant request (agency portion PLUS ATPA portion) below.

VEHICLE USAGE	
Vehicle Lease/Purchase: 2019 Chevy Traverse	$9000.00
Other: Fuel	$1000.00
Other:	$
Other:	$
TOTAL VEHICLE USAGE	$10000.00
FIELD OPERATIONS	
Investigative Supplies:	$250.00
Michigan Association of Vehicle Theft Investigators Dues:	$45.00
International Association of Automobile Theft Investigators Dues:	$20.00
Other:	$
Other:	$
Other:	$
Other:	$
Other:	$
TOTAL FIELD OPERATIONS	$315.00
OFFICE OPERATIONS	
Supplies:	$150.00
Other:	$
Other:	$
Other:	$
Other:	$
Other:	$
TOTAL OFFICE OPERATIONS	$150.00
GRAND TOTAL	$174978.00


Sector Base Map
1
2
3
4
Alvin Pl
W Stoll Rd
E Stoll Rd
Daggott Rd
Airport Rd
Dewitt Rd
Turner Rd
Burton St
Brook Rd
Brown Rd
S Chandler Rd
E State Rd
Eskes Rd
Wood Rd
Valley Rd
Coleman Rd
E Coleman Rd
Chandler Rd
North St
Northdale
E Sheridan Rd
Turner St
Community St
West Rd
Abbey Rd
Abbot Rd
Delta River Dr
Alfred Ave
Leon Ave
Remy Dr
Downey St
Filley St
Lake Lansing Rd
W Lake Lansing Rd
Walmar Dr
Aragon Dr
Tecumseh River Rd
Willow Hwy
Canyon Tri
Barton Rd
Alan Ln
Elmwood Rd
Maycroft Rd
Clark Rd
W Mall Dr
W Willow St
Comfort St
N M L King Jr Blvd
Knollwood Ave
Seagar St
Gary St
7th Ave
Vermont Ave
N High St
Indiana Ave
Wood St
Tulane Dr
Gay Ln
Chester Rd
Coolidge Rd
Gilcrest Ave
N Harrison Rd
Abbott Rd
E Grand River Ave
Center St
N Waverly Rd
Morris Ave
Stanley St
May St
Ivan St
Harriet Ave
Renker Rd
W Ionia St
N Jenison Ave
N Butler Blvd
N Pine St
N Capitol Ave
Marshall St
N Foster Ave
Merrill St
N Clippert St
Cowley Ave
Park Ln
Division St
W Michigan Ave
Jerome St
Oak St
Stoner Rd
Haze St
West St
W Kalamazoo St
Beech St
S Holmes St
Clifford St
E Kalamazoo St
W CIRCLE DR
E Saint Joe Hwy
Leland Pl
Harvest Ln
W St Joseph St
W Malcolm X St
BIRCH RD
FARM LN
Gull Rd
Snow Rd
S Waverly Rd
Olds Ave
E Hazel St
Walsh St
Lilac Ave
W Elm St
WILSON RD
Moores River Dr
Trowbridge Rd
SERVICE RD
Birch St
Pico Ave
Baker St
Smith Ave
E Mt Hope Hwy
W Mt Hope Ave
E Mt Hope Ave
Fidelity Rd
E MOUNT HOPE RD
Rossiter Pl
Pleasant Grove Rd
Gordon Ave
Old Lansing Rd
Glasgow Dr
Teel Ave
Lyons Ave
Victor Ave
Forest Rd
FOREST RD
Sanders Rd
Averill Dr
S Deerfield Ave
Viking St
Dunlap St
Paris Ave
Alpha St
Ruth Ave
Warbell Rd
W Holmes Rd
Wabash Rd
Sheffield Blvd
Stabler St
Southgate Ave
Rex St
Collins Rd
COLLEGE RD
Glenburne Blvd
Mary Ave
Lowcroft Ave
E Cavanaugh Rd
Anson St
Stillwell Ave
Ballard Rd
Reo Rd
Ora St
Donald St
Dunckel Rd
Irene St
W Jolly Rd
E Jolly Rd
E JOLLY RD
Moffitt St
Ferley St
S Pennsylvania Ave
Legacy Pkwy
Williams Rd
Wise Rd
Pollard Rd
W Northrup St
Joshua St
Enterprise Dr
Bridgeport Dr
Hart Hwy
Hein Ave
W Miller Rd
E Miller Rd
Sandhill Rd
Hilliard Rd
Coulson Ct
Marscot Dr
Aurelius Rd
Bayou Pl
Bishop Hwy
Bishop Rd
W Edgewood Blvd
S Washington Ave
S Cedar St
Dell Rd
Waverly Rd
Calson Dr
Kate St
Willoughby Rd
N College Rd
Grovenburg Rd
Pine Tree Rd
Veltema Dr
Dimondale Hwy
Ambler St
Gunn Rd
N Eifert Rd
Main St
Fay St
Keller Rd
Bailey Rd
N Waverly Rd
Gilbert Rd
Richard St
Cedar St
Produced By:LPD
Date: 5/1/2014

STATE OF MICHIGAN

DEPARTMENT OF STATE POLICE
AUTOMOBILE THEFT PREVENTION AUTHORITY
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

September 14, 2021

Chief Daryl Green
Lansing Police Department
120 West Michigan Avenue
Lansing, Michigan 48933

RE: 23-22 Operation A.R.T.I.C.

Dear Chief Green:

I am pleased to inform you that your application to the Michigan State Police, Grants and Community Services Division, Auto Theft Prevention Authority (ATPA), has been selected to receive grant funding. With a focus on innovative programs that address auto theft and fraud, your efforts are valued and appreciated. The award for your team/project, pending the finalization of the Grant Agreement (contract), is $174,978. The ATPA portion of your award is $87,489, and the match requirement is $87,489. Further details regarding allowable expenditures is contained in the enclosed grant contract.

It is crucial that you read through the entire contract to be sure you and your financial officer are aware of and able to abide by the grant requirements. Contract requirements will be enforced. Non-compliance of contract requirements may result in grant suspension and financial penalties. The deadline for returning your signed contract is September 30, 2021.

If you have any questions or concerns regarding your award, please contact Insp. Michael Johnson, ATPA Executive Director (acting), at JohnsonM45@michigan.gov or 517-243-3232. We look forward to working with you.

Sincerely,

Insp. Michael Johnson, Executive Director (acting)
Automobile Theft Prevention Authority

Enclosure

Chief Daniel Pfannes – Chair
Chief Curtis Caid, Lt. Col. Chris Kelenske – Representing Law Enforcement
Ms. Lori Davis, Mr. William Patterson – Representing Automobile Insurers
Mr. Michael Thompson, Mr. Gene Adamczyk – Representing Purchasers of Automobile Insurance

MICHIGAN STATE POLICE HEADQUARTERS • 7150 HARRIS DRIVE • DIMONDALE, MICHIGAN 48821
MAILING ADDRESS • P.O. BOX 30634 • LANSING, MICHIGAN 48909
www.michigan.gov/msp • 517-284-3193

AUTO THEFT PREVENTION AUTHORITY (ATPA) GRANT CONTRACT

AUTHORITY: MCL 500.6105; **COMPLIANCE:** Voluntary, however, failure to complete will result in cancellation of grant/loss of funds.

Scan and email one complete copy with original signatures to the ATPA by September 30, 2021, at MSPATPA@michigan.gov. **Do not** send a paper copy.

I. Award Information			
Name of Grantee/Fiduciary Lansing Police Department		Project Title/Acronym Operation A.R.T.I.C.	
Address 120 West Michigan Avenue	City Lansing	State MI	ZIP Code 48933
Total Grant Award $174,978	ATPA Award $87,489	Match Requirement $87,489	
Grant Period Start Date October 1, 2021	Grant Period End Date September 30, 2022	Project Number 23-22	
Authorized Official Chief Daryl Green	Project Director Det. Shawn Martinez	Financial Contact Mr. Joe McClure	

II. Contract Conditions and Requirements

Grant Award

The ATPA grant award is to be utilized solely for the benefit of motor vehicle theft prevention programs and initiatives.

The ATPA will only reimburse expenditures incurred during the grant period of October 1, 2021, to September 30, 2022.

The project number (listed above in Award Information) must be included on all correspondence addressed to the ATPA regarding this grant.

A change in authorized official, project director, financial contact, participating agency, personnel assigned to the team, or budget line item change requires a Project Modification Request (GRANTS-034), which can be downloaded from the ATPA website at www.michigan.gov/atpa.

The authorized official and financial officer will serve without compensation from the ATPA grant award.

Any amount of the grant award received, or forfeiture funds generated as a result of motor vehicle theft prevention activities shall be used to enhance motor vehicle theft prevention programs or initiatives. Forfeiture funds include, but are not limited to, forfeiture of cash and receipts from the sale of property.

Public communications materials, news releases, or training announcements that result from this grant must cite the "Auto Theft Prevention Authority" as the source of funding. Copies of the materials or news releases **must** be sent to the ATPA at least five days prior to publishing, and the ATPA reserves the right to make any necessary edits. The ATPA also has the royalty-free right to copy, publish, and distribute any data or material associated with this grant.

Law enforcement personnel funded by the ATPA grant award shall dedicate 100 percent of their regular work hours conducting ATPA grant-related duties. Prosecuting attorneys who designate a portion of their time for ATPA activities will dedicate 100 percent of their designated time to ATPA grant related duties. This will be reflected in daily logs which will be made available for on-site monitoring by ATPA personnel.

The grantee agrees to return all unexpended grant funds to the ATPA within 60 days after the project is completed. The check shall be made payable to the "State of Michigan."

Reporting

Failure to comply with any reporting responsibilities identified in this contract may result in withholding grant payment(s) or the cancellation of the grant award. The grantee's lack of compliance will also be taken into account when considering future grant applications and awards from the ATPA.

All grantees must comply with the requirements of the Uniform Crime Reporting (UCR) System Act, 1968 PA 319, as amended. This act requires county sheriffs' departments, as well as city, village, and township police departments, to submit monthly UCR data.

The Progress Report (GRANTS-037), Financial Report (GRANTS-035), and Expenditure Detail (GRANTS-036), can be downloaded from the ATPA website at www.michigan.gov/atpa. The grantee agrees to submit reports in accordance with the schedule referenced in this contract.

All grant-funded employees, including employees of subgrantees, will complete and submit an Employee Time Certification (GRANTS-038). Grantees will submit GRANTS-038 to the ATPA annually via email to MSPATPA@michigan.gov.

All projects must maintain adequate supporting documentation for financial and progress reports submitted to the ATPA. Failure to provide adequate supporting documentation may adversely affect current-year reimbursements and future ATPA grant requests.

ATPA Teams

The grantee will serve as the fiduciary for the ATPA grant. The fiduciary will be responsible for receiving grant funds, distributing funds to participating team members, and receiving and compiling reports from team members. The grantee will submit grant reports according to the schedule referenced in this contract, as well as those specially requested by the ATPA.

When an agency withdraws an employee from an ATPA team, the ATPA approved budget for that position will remain with the ATPA team. The project director must inform the ATPA when the withdrawal occurs by completing the Project Modification Request (GRANTS-034). The vacant position must be replaced within 30 days, or the position will be unfunded unless an extension request has been approved in writing.

Participating agencies are expected to participate on the ATPA team that received the grant award for the entire grant period. Participating agencies that withdraw personnel from the ATPA team before the end of the grant period will be reimbursed based upon the percentage of the grant period in which they participated. The ATPA Board of Directors reserves the right to deny future grant awards based on agency participation.

All personnel who are funded by an ATPA team must have their activities approved by the team commander.

III. Program and Financial Review

On-Site Monitoring and Payments

ATPA staff will schedule appointments with grantees in order to conduct on-site monitoring and grantees must accept these appointments.

Grantees must maintain separate accounting records to document grant revenues and expenditures.

This grant is reimbursement only (excluding non-profit organizations). Grantees must document that expenditures have been paid by local sources before requesting reimbursement from the ATPA.

Supporting documentation which must be submitted with the financial report is as follows:

- Time and Attendance: Payroll expenditures must be supported by employee's earning history, attendance sheet, time sheet, payroll register, and duty log. These records must be retained and made available to ATPA staff during on-site monitoring.
    - Law Enforcement and Prosecutors Only - Attach the monthly duty logs to the Financial Report (GRANTS-035) when submitted.
- Fringe Benefits and Overtime: Retain a copy of cost allocations for fringe benefits charged to the ATPA program.
    - Law Enforcement and Prosecutors Only - Each person's overtime hours must not exceed twenty percent of the person's actual regular hours worked. For grantees only paying overtime, this limit does not apply.
- All payments for expenditures (e.g., utilities, office rent, copier use, vehicle lease/rent, cell phones) must be supported by an actual invoice or the method of determining cost.
- Equipment Procurement Procedures/Consultant/Contractual Service: Grantees must attach a copy of the actual invoice or the method of determining cost.

Payment Procedure: For non-profit organizations only, advance payment, with exception, will be based on prior experience and budget limitations. The ATPA agrees to provide the agency with an advance as needed, up to 90 percent of the total ATPA share. Non-profit organizations must submit the Financial Report (GRANTS-035) to request an advance payment. Non-profit organizations acknowledge that upon receipt of this advance, a liability due to the ATPA will be established. The liability will be reduced as expended and reported to the ATPA. Any unexpended funds shall be promptly returned to the ATPA.

- Advances are conditional upon receipt of financial and progress reports completed in accordance with grant conditions. The final payment will be made on a reimbursement basis.

All grantees must sign up through the online SIGMA Self Service vendor registration process to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by the Management and Budget Act, 1984 PA 431, MCL 18.1283a. Vendor registration information is available on the Michigan Department of Technology, Management and Budget's (DTMB) website located at www.michigan.gov/SIGMAVSS.

Should the grantee discover an error in a previous reimbursement request, the grantee shall immediately notify the ATPA and refund the ATPA any funds not authorized for use under this contract and any payments or funds advanced to the grantee in excess of allowable reimbursable expenses.

Mileage Expense for Non-profit Organizations: Limited to the grantee's established mileage reimbursement allowance for non-federally funded activities, not to exceed the ATPA approved budget amount. Grantees must provide supporting documentation for these expenses.

Vehicle Usage/Rental Expenses for Law Enforcement and Prosecutors: Limited to the grantee's established reimbursement policy for non-federally funded activities, not to exceed the ATPA approved budget amount.

IV. Criminal or Administrative Investigations/Charges

If any employee of the grantee/subgrantee associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this contract, the grantee shall immediately notify the ATPA's Executive Director in writing that such an investigation has been initiated or that a charge has been issued.

V. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient)

Pursuant to Executive Order 12549 (Debarment and Suspension) and implemented at 2 C.F.R. Part 2867 for prospective participants in primary covered transactions as defined at 28 C.F.R. Part 2867, Section 2867.20(a) the grantee certifies that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, on making false statements, or receiving stolen property;
- Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law; and
- Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

VI. Suspension/Termination

The ATPA and/or the grantee may suspend and/or terminate this contract without further liability or penalty to the ATPA for any of the following reasons:

- Failure to comply with any of the terms of this contract. Suspension requires immediate action by the grantee to comply with the terms of this contract; otherwise, termination by the ATPA may occur.
- Failure of the grantee to make satisfactory progress toward the measurable objectives set forth in this contract.
- Filing false certification in this contract or other report or document.

This contract may be terminated by either party by giving 15-days written notice to the other party. Such written notice will provide valid, legal reasons for termination, along with the effective date of termination.

This contract may be terminated immediately if the grantee, an official of the grantee, or an owner is convicted of any activity referenced in Section IV of this contract during the term of this contract or any extension thereof.

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

VII. Liability

All liability to third parties; loss or damage as a result of claims; and demands, costs, or judgments arising out of activities such as direct service delivery to be carried out by the grantee in the performance of this contract shall be the responsibility of the grantee and not the responsibility of the ATPA if the liability, loss, or damage is caused by or arises out of the actions or failure to act on the part of the grantee, any subgrantee, or anyone directly or indirectly employed by the grantee, provided that 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.

All liability to third parties; loss, or damage as a result of claims; demands, costs, or judgments arising out of activities such as the provision of policy and procedural direction to be carried out by the ATPA in the performance of this contract shall be the responsibility of the ATPA and not the responsibility of the grantee if the liability, loss, or damage is caused by or arises out of the action or failure to act on the part of any ATPA employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the ATPA), or employees as provided by statute or court decisions.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the grantee and ATPA in fulfillment of their responsibilities under this contract, such liability, loss, or damage shall be borne by the grantee and the ATPA in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the grantee, the state of Michigan, its agencies (the ATPA), or their employees, respectively, as provided by statute or court decisions.

It is specifically understood and agreed that, if the State of Michigan or any County is party to this contract, nothing in this Section will require such party to indemnify any other party or entity in any litigation that may arise from the performance of this contract. This is not to be construed as a waiver of governmental immunity.

VIII. Eligible Expenditures

All eligible expenditures listed below with identified amounts are the ATPA portion; agencies are responsible for appropriate match as identified in Section I. Any expenditure not detailed below must have approval from the ATPA prior to acquisition/purchase.

- Regular salaries.
- Longevity costs.
- Fringe benefits (FICA, unemployment, workers compensation, retirement, life, medical, dental and vision insurance).
- Overtime hours. Hours must not exceed 20 percent of the total sworn employees' budgeted salary/fringe amount. This amount is cumulative for the team and can be utilized at the teams' discretion. For grantees only paying overtime, this limit does not apply.
- Travel and meals. Travel outside normal territory, not to exceed $1,000 per employee/per year.
- Vehicle operation cost. Not to exceed:
  - Law enforcement agency - Calculated at $10,000 per employee/per year. Costs are cumulative, not limited per employee. Only vehicles engaged in road patrols/investigations are eligible.
  - Prosecutor's office - $750 per assistant prosecuting attorney/per year for mileage and parking reimbursement.
  - Non-profit organization - $1,500 per employee/per year for mileage reimbursement.
- Office space or utilities. Requires prior approval.
- Office furniture. Requires prior approval.

- Copier purchase/usage. Not to exceed:
  - Law enforcement agency - $1,200 per year.
  - Prosecutor's office - $1,200 per year.
  - Non-profit organization - $2,400 per year.
- Phone installation. Prior approval is required.
- Landline phone purchase/usage. Not to exceed:
  - Law enforcement agency and prosecutor's office - $750 per person/per year.
  - Non-profit organization - $1,500 per year.
- Office supplies. Not to exceed $200 per year/per person.
- Investigative supplies for law enforcement agency (sworn employees only). Not to exceed $300 per year/per person.
- Computer purchase. Prior approval is required.
- Cell phone purchase/usage. Prior approval is required.
- Motor vehicle theft-related association dues, including dues to the International Association of Automobile Theft Investigators and Michigan Association of Vehicle Theft Investigators.
- Training or conference for educational purposes relating to vehicle theft/fraud investigations. Prior approval is required.

IX. Ineligible Expenditures

This is not an all-inclusive list. Prior approval is required for any expenditure(s) not listed below.

- Inordinate fringes, including, but not limited to, lump sum payments (e.g., banked sick/vacation time, bonuses, pensions, health benefits, and holiday pay).
- Health care benefit waiver bonuses.
- Indirect costs.
- Expenditure(s) incurred before or after the grant period.
- Any administrative costs not directly related to the administration of this grant.
- In-car terminals and system.
- Law Enforcement Information Network (LEIN) usage fees.
- Vehicle, liability, or professional insurance.
- Non-motor vehicle theft-related membership and agency dues.
- Entertainment.
- Expenditures in excess of approved budget.
- Clothing/cleaning/gun allowance.
- Emergency response compensation.
- Show-up pay.
- Educational incentives (e.g., college courses and trade schools).
- First-class travel.
- Costs incurred applying for this grant (e.g., consultants, grant writers).
- Personnel, including law enforcement officers, not connected to the project to which this grant refers.
- Fundraising and any associated salaries or expenses.
- Legal fees.
- Purchase of promotional items unless prior approval is received in writing.
- Contributions and donations.
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with military arsenal.
- Construction costs and/or renovation, including remodeling.
- Expert witness fees.
- Weapons, including tasers.
- Conducting law enforcement operations with the intent of generating revenue for personal or agency gain through deceitful, fraudulent, unethical, or illegal methods.

X. Law Enforcement Objectives

- Reduce the number of motor vehicle thefts in your grant area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved, and reducing false motor vehicle theft reports.

- Reduce the economic gain associated with motor vehicle theft by recovering stolen vehicles/parts/equipment and by identifying fraudulent insurance activity.
- Recover more in stolen vehicles/parts/equipment value than the total approved grant award from the ATPA.
- Comply with ATPA guidelines/policies/conditions and UCR requirements for submission of data.
- Maintain clear and reliable documentation for the project's performance activity and financial expenditures.
- Following auction, report to the ATPA the dollar amount deposited into the forfeiture account on the Progress Report (GRANTS-037).
- A team member shall attend regular meetings for area detectives and insurance investigators, including participation in the Anti Car Theft (ACT) meetings. Please note that email correspondence will be accepted in lieu of physical attendance.

XI. Law Enforcement Evaluation Criteria (See Section XVII. Arrest Ranking)

- Number of 14 point motor vehicle theft (MVT) related arrests.
- Number of 12 point MVT related arrests.
- Number of ten point MVT related arrests.
- Number of eight point MVT related arrests.
- Number of six point MVT related arrests.
- Number of four point MVT related arrests.
- Number of two point MVT related arrests.
- Number of insurance fraud related arrests.
- Number of passenger vehicles recovered.
- Dollar value of passenger vehicles recovered.
- Number of other vehicles recovered.
- Dollar value of other vehicles recovered.
- Number of parts parts/equipment recovered.
- Dollar value of parts/equipment recovered.
- Number of commercial vehicles recovered.
- Dollar value of commercial vehicles recovered.
- Dollar amount deposited into forfeiture account.

XII. Prosecutor Objectives

- Provide full-time access to the judicial system for the ATPA task forces in the grant area and provide opportunities to informally discuss cases and legal issues.
- Vertically prosecute all selected motor vehicle theft related cases.
- Maintain a policy of plea bargaining only when absolutely necessary.
- Achieve an overall conviction rate of 80 percent.
- Achieve a trial conviction rate of 70 percent.
- Strive for maximum sentence lengths for defendants.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

XIII. Prosecutor Evaluation Criteria

- Number of cases initiated.
- Number of preliminary exams held.
- Number of preliminary exams waived.
- Number of cases disposed pre-trial.
- Number of defendants who pled guilty to original charge.
- Number of defendants who pled guilty to lessor included offense.
- Number of plea bargain dismissals.
- Number of other dismissals.
- Number of cases disposed by trial (jury/judge).
- Number of defendants convicted on original charge.
- Number of defendants convicted on reduced charge.
- Number of defendants incarcerated.
- Number of defendants fined/placed on probation.
- Dollar amount of restitution ordered.
- Number of defendants convicted of insurance fraud.

XIV. Non-Profit Organization Objectives

- Conduct 15 motor vehicle theft awareness education programs/seminars (minimum of 20 attendees each).
- Etch 200 vehicles.
- Distribute 1,500 ATPA approved auto theft preventative fliers/brochures regarding motor vehicle theft prevention.
- Write and publish no less than 5 articles about motor vehicle theft prevention. The articles must cite the ATPA as a source of funding. Forward article copies to the ATPA.
- Contact 200 residences within your community with a door-to-door strategy. Inform them of the most up to date auto theft prevention strategies.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

XV. Non-Profit Organization Evaluation Criteria

- Number of programs/seminars conducted.
- Number of vehicles etched.
- Number of fliers/brochures distributed.
- Number of theft prevention articles written and published.
- Number of residences contacted.

Organization Type	Quarterly Progress and Financial Reports		Due Date
Law Enforcement Agency Prosecuting Attorney's Office Non-Profit Organization	Progress Report (GRANTS-037)	10-01-21 to 12-31-21	01-31-22
	Financial Report (GRANTS-035)	10-01-21 to 12-31-21	01-31-22
	Progress Report (GRANTS-037)	01-01-22 to 03-31-22	04-30-22
	Financial Report (GRANTS-035)	01-01-22 to 03-31-22	04-30-22
	Progress Report (GRANTS-037)	04-01-22 to 06-30-22	07-31-22
	Financial Report (GRANTS-035)	04-01-22 to 06-30-22	07-31-22
	Financial Report (GRANTS-035)	07-01-22 to 09-30-22	10-15-22
	Progress Report (GRANTS-037)	07-01-22 to 09-30-22	10-31-22

Felony Charges	MCL	Arrest Points
Altering Vehicle Identification Number with Intent to Mislead	750.415	10
Arson - Owner Involved	750.75	14
Car-jacking	750.529a	8
Chop Shop	750.535a	14
Continuing Criminal Enterprise	750.159i	14
Counterfeit Insurance Certificates	257.222	6
Embezzlement	750.174	6
Failure to Return Rental Vehicle	750.362	6
False Certification	257.903	12
False Police Report	750.411a	8
False Pretenses	750.218	12
False Statement in Application for Title	257.254	12
Forged License Documents/License Plates	257.257	6
Insurance Fraud - Owner Staged Arson/Larceny/Theft	500.4511	14
Interstate Transportation of Stolen Motor Vehicle	750.535	14
Larceny by Conversion	750.362	6
Larceny from Motor Vehicle	750.356a	4
Obtain Personal Identification (ID) Without Permission	257.324	6
Odometer Fraud	257.233a	12
Operating License Forged, Altered, or False	257.324	6
Possess or Sell Rosette Rivets	750.415	4
Possess Stolen Vehicle with Intent to Pass Title	257.254	10
Repair - Salvage Facility Violation	257.217	4
Receiving and Concealing Stolen Property	750.535	8

Unlawfully Driving Away Automobile	750.413	6
Unlawful Use	750.414	4
Use Fraudulent ID to Lease or Purchase Vehicle	750.415	12
All Other Charges		2

XVI. Reporting Schedule

XVII. Arrest Ranking

Note to Arrest Rankings:

- Team takes credit for most serious charge against subject and ignores others.
- Team takes credit for original arrest charge, even if reduced later by prosecutor.
- If subject is arrested on three separate warrants, team may count three arrests.
- Attempted crimes or conspiracy to commit crime earns same points as listed.

XVIII. Special Conditions

This contract is valid upon approval and execution by the ATPA.

This contact is conditionally approved, subject to and contingent upon the availability of funds.

The grantees will not assume any responsibility or liability for costs incurred by the ATPA prior to the full execution of this contract.

XIX. Contract Signatures

Grant funding will not be released until all requirements of the signed grant contract have been agreed upon. The undersigned has the authority to accept the terms of this grant contract.

Ellery Sosebee		9/15/21
Printed Name of Authorized Official	Signature of Authorized Official	Date
Printed Name of Project Director	Signature of Project Director	Date
Joe J. McClure	Joe J McClure	9/15/21
Printed Name of Financial Contact	Signature of Financial Contact	Date
Printed Name of ATPA Executive Director	Signature of ATPA Executive Director	Date

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

WHEREAS, Lansing Police Department has submitted application for an annual grant to the Michigan State Police, Grants and Community Services Division for an Automobile Theft Prevention Authority (ATPA) grant; and

WHEREAS, the Lansing Police Department was informed on September 14, 2021, that it has been selected to receive grant funding in the amount of $174,978; and

WHEREAS, The Lansing Police Department has a required local match of $87,489 (50% of the grant); and

WHEREAS, The Michigan State Police's share is $87,489 (50%); and

WHEREAS, the grant funds will be utilized solely for the benefit of motor vehicle theft prevention programs and initiatives; and

WHEREAS, the grant period is October 1, 2021 to September 30, 2022.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Automobile Theft Prevention Authority grant in the amount of $174,978 for the program period October 1, 2021 through September 30, 2022; 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 grant funds.

AUTO THEFT PREVENTION AUTHORITY (ATPA) GRANT CONTRACT

AUTHORITY: MCL 500.6105; **COMPLIANCE:** Voluntary, however, failure to complete will result in cancellation of grant/loss of funds.

Scan and email one complete copy with original signatures to the ATPA by September 30, 2021, at MSPATPA@michigan.gov. **Do not** send a paper copy.

I. Award Information			
Name of Grantee/Fiduciary Lansing Police Department		Project Title/Acronym Operation A.R.T.I.C.	
Address 120 West Michigan Avenue	City Lansing	State MI	ZIP Code 48933
Total Grant Award $174,978	ATPA Award $87,489	Match Requirement $87,489	
Grant Period Start Date October 1, 2021	Grant Period End Date September 30, 2022	Project Number 23-22	
Authorized Official Interim Chief Ellery Sosbee	Project Director Det. Shawn Martinez	Financial Contact Mr. Joe McClure	

II. Contract Conditions and Requirements

Grant Award

The ATPA grant award is to be utilized solely for the benefit of motor vehicle theft prevention programs and initiatives.

The ATPA will only reimburse expenditures incurred during the grant period of October 1, 2021, to September 30, 2022.

The project number (listed above in Award Information) must be included on all correspondence addressed to the ATPA regarding this grant.

A change in authorized official, project director, financial contact, participating agency, personnel assigned to the team, or budget line item change requires a Project Modification Request (GRANTS-034), which can be downloaded from the ATPA website at www.michigan.gov/atpa.

The authorized official and financial officer will serve without compensation from the ATPA grant award.

Any amount of the grant award received, or forfeiture funds generated as a result of motor vehicle theft prevention activities shall be used to enhance motor vehicle theft prevention programs or initiatives. Forfeiture funds include, but are not limited to, forfeiture of cash and receipts from the sale of property.

Public communications materials, news releases, or training announcements that result from this grant must cite the "Auto Theft Prevention Authority" as the source of funding. Copies of the materials or news releases **must** be sent to the ATPA at least five days prior to publishing, and the ATPA reserves the right to make any necessary edits. The ATPA also has the royalty-free right to copy, publish, and distribute any data or material associated with this grant.

Law enforcement personnel funded by the ATPA grant award shall dedicate 100 percent of their regular work hours conducting ATPA grant-related duties. Prosecuting attorneys who designate a portion of their time for ATPA activities will dedicate 100 percent of their designated time to ATPA grant related duties. This will be reflected in daily logs which will be made available for on-site monitoring by ATPA personnel.

The grantee agrees to return all unexpended grant funds to the ATPA within 60 days after the project is completed. The check shall be made payable to the "State of Michigan."

Reporting

Failure to comply with any reporting responsibilities identified in this contract may result in withholding grant payment(s) or the cancellation of the grant award. The grantee's lack of compliance will also be taken into account when considering future grant applications and awards from the ATPA.

All grantees must comply with the requirements of the Uniform Crime Reporting (UCR) System Act, 1968 PA 319, as amended. This act requires county sheriffs' departments, as well as city, village, and township police departments, to submit monthly UCR data.

The Progress Report (GRANTS-037), Financial Report (GRANTS-035), and Expenditure Detail (GRANTS-036), can be downloaded from the ATPA website at www.michigan.gov/atpa. The grantee agrees to submit reports in accordance with the schedule referenced in this contract.

All grant-funded employees, including employees of subgrantees, will complete and submit an Employee Time Certification (GRANTS-038). Grantees will submit GRANTS-038 to the ATPA annually via email to MSPATPA@michigan.gov.

All projects must maintain adequate supporting documentation for financial and progress reports submitted to the ATPA. Failure to provide adequate supporting documentation may adversely affect current-year reimbursements and future ATPA grant requests.

ATPA Teams

The grantee will serve as the fiduciary for the ATPA grant. The fiduciary will be responsible for receiving grant funds, distributing funds to participating team members, and receiving and compiling reports from team members. The grantee will submit grant reports according to the schedule referenced in this contract, as well as those specially requested by the ATPA.

When an agency withdraws an employee from an ATPA team, the ATPA approved budget for that position will remain with the ATPA team. The project director must inform the ATPA when the withdrawal occurs by completing the Project Modification Request (GRANTS-034). The vacant position must be replaced within 30 days, or the position will be unfunded unless an extension request has been approved in writing.

Participating agencies are expected to participate on the ATPA team that received the grant award for the entire grant period. Participating agencies that withdraw personnel from the ATPA team before the end of the grant period will be reimbursed based upon the percentage of the grant period in which they participated. The ATPA Board of Directors reserves the right to deny future grant awards based on agency participation.

All personnel who are funded by an ATPA team must have their activities approved by the team commander.

III. Program and Financial Review

On-Site Monitoring and Payments

ATPA staff will schedule appointments with grantees in order to conduct on-site monitoring and grantees must accept these appointments.

Grantees must maintain separate accounting records to document grant revenues and expenditures.

This grant is reimbursement only (excluding non-profit organizations). Grantees must document that expenditures have been paid by local sources before requesting reimbursement from the ATPA.

Supporting documentation which must be submitted with the financial report is as follows:

- Time and Attendance: Payroll expenditures must be supported by employee's earning history, attendance sheet, time sheet, payroll register, and duty log. These records must be retained and made available to ATPA staff during on-site monitoring.
    - Law Enforcement and Prosecutors Only - Attach the monthly duty logs to the Financial Report (GRANTS-035) when submitted.
- Fringe Benefits and Overtime: Retain a copy of cost allocations for fringe benefits charged to the ATPA program.
    - Law Enforcement and Prosecutors Only - Each person's overtime hours must not exceed twenty percent of the person's actual regular hours worked. For grantees only paying overtime, this limit does not apply.
- All payments for expenditures (e.g., utilities, office rent, copier use, vehicle lease/rent, cell phones) must be supported by an actual invoice or the method of determining cost.
- Equipment Procurement Procedures/Consultant/Contractual Service: Grantees must attach a copy of the actual invoice or the method of determining cost.

Payment Procedure: For non-profit organizations only, advance payment, with exception, will be based on prior experience and budget limitations. The ATPA agrees to provide the agency with an advance as needed, up to 90 percent of the total ATPA share. Non-profit organizations must submit the Financial Report (GRANTS-035) to request an advance payment. Non-profit organizations acknowledge that upon receipt of this advance, a liability due to the ATPA will be established. The liability will be reduced as expended and reported to the ATPA. Any unexpended funds shall be promptly returned to the ATPA.

- Advances are conditional upon receipt of financial and progress reports completed in accordance with grant conditions. The final payment will be made on a reimbursement basis.

All grantees must sign up through the online SIGMA Self Service vendor registration process to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by the Management and Budget Act, 1984 PA 431, MCL 18.1283a. Vendor registration information is available on the Michigan Department of Technology, Management and Budget's (DTMB) website located at www.michigan.gov/SIGMAVSS.

Should the grantee discover an error in a previous reimbursement request, the grantee shall immediately notify the ATPA and refund the ATPA any funds not authorized for use under this contract and any payments or funds advanced to the grantee in excess of allowable reimbursable expenses.

Mileage Expense for Non-profit Organizations: Limited to the grantee's established mileage reimbursement allowance for non-federally funded activities, not to exceed the ATPA approved budget amount. Grantees must provide supporting documentation for these expenses.

Vehicle Usage/Rental Expenses for Law Enforcement and Prosecutors: Limited to the grantee's established reimbursement policy for non-federally funded activities, not to exceed the ATPA approved budget amount.

IV. Criminal or Administrative Investigations/Charges

If any employee of the grantee/subgrantee associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this contract, the grantee shall immediately notify the ATPA's Executive Director in writing that such an investigation has been initiated or that a charge has been issued.

V. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient)

Pursuant to Executive Order 12549 (Debarment and Suspension) and implemented at 2 C.F.R. Part 2867 for prospective participants in primary covered transactions as defined at 28 C.F.R. Part 2867, Section 2867.20(a) the grantee certifies that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, on making false statements, or receiving stolen property;
- Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law; and
- Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

VI. Suspension/Termination

The ATPA and/or the grantee may suspend and/or terminate this contract without further liability or penalty to the ATPA for any of the following reasons:

- Failure to comply with any of the terms of this contract. Suspension requires immediate action by the grantee to comply with the terms of this contract; otherwise, termination by the ATPA may occur.
- Failure of the grantee to make satisfactory progress toward the measurable objectives set forth in this contract.
- Filing false certification in this contract or other report or document.

This contract may be terminated by either party by giving 15-days written notice to the other party. Such written notice will provide valid, legal reasons for termination, along with the effective date of termination.

This contract may be terminated immediately if the grantee, an official of the grantee, or an owner is convicted of any activity referenced in Section IV of this contract during the term of this contract or any extension thereof.

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

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All liability to third parties; loss or damage as a result of claims; and demands, costs, or judgments arising out of activities such as direct service delivery to be carried out by the grantee in the performance of this contract shall be the responsibility of the grantee and not the responsibility of the ATPA if the liability, loss, or damage is caused by or arises out of the actions or failure to act on the part of the grantee, any subgrantee, or anyone directly or indirectly employed by the grantee, provided that 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.

All liability to third parties; loss, or damage as a result of claims; demands, costs, or judgments arising out of activities such as the provision of policy and procedural direction to be carried out by the ATPA in the performance of this contract shall be the responsibility of the ATPA and not the responsibility of the grantee if the liability, loss, or damage is caused by or arises out of the action or failure to act on the part of any ATPA employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the ATPA), or employees as provided by statute or court decisions.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the grantee and ATPA in fulfillment of their responsibilities under this contract, such liability, loss, or damage shall be borne by the grantee and the ATPA in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the grantee, the state of Michigan, its agencies (the ATPA), or their employees, respectively, as provided by statute or court decisions.

It is specifically understood and agreed that, if the State of Michigan or any County is party to this contract, nothing in this Section will require such party to indemnify any other party or entity in any litigation that may arise from the performance of this contract. This is not to be construed as a waiver of governmental immunity.

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All eligible expenditures listed below with identified amounts are the ATPA portion; agencies are responsible for appropriate match as identified in Section I. Any expenditure not detailed below must have approval from the ATPA prior to acquisition/purchase.

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- Longevity costs.
- Fringe benefits (FICA, unemployment, workers compensation, retirement, life, medical, dental and vision insurance).
- Overtime hours. Hours must not exceed 20 percent of the total sworn employees' budgeted salary/fringe amount. This amount is cumulative for the team and can be utilized at the teams' discretion. For grantees only paying overtime, this limit does not apply.
- Travel and meals. Travel outside normal territory, not to exceed $1,000 per employee/per year.
- Vehicle operation cost. Not to exceed:
  - Law enforcement agency - Calculated at $10,000 per employee/per year. Costs are cumulative, not limited per employee. Only vehicles engaged in road patrols/investigations are eligible.
  - Prosecutor's office - $750 per assistant prosecuting attorney/per year for mileage and parking reimbursement.
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- Office space or utilities. Requires prior approval.
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- Copier purchase/usage. Not to exceed:
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  - Non-profit organization - $2,400 per year.
- Phone installation. Prior approval is required.
- Landline phone purchase/usage. Not to exceed:
  - Law enforcement agency and prosecutor's office - $750 per person/per year.
  - Non-profit organization - $1,500 per year.
- Office supplies. Not to exceed $200 per year/per person.
- Investigative supplies for law enforcement agency (sworn employees only). Not to exceed $300 per year/per person.
- Computer purchase. Prior approval is required.
- Cell phone purchase/usage. Prior approval is required.
- Motor vehicle theft-related association dues, including dues to the International Association of Automobile Theft Investigators and Michigan Association of Vehicle Theft Investigators.
- Training or conference for educational purposes relating to vehicle theft/fraud investigations. Prior approval is required.

IX. Ineligible Expenditures

This is not an all-inclusive list. Prior approval is required for any expenditure(s) not listed below.

- Inordinate fringes, including, but not limited to, lump sum payments (e.g., banked sick/vacation time, bonuses, pensions, health benefits, and holiday pay).
- Health care benefit waiver bonuses.
- Indirect costs.
- Expenditure(s) incurred before or after the grant period.
- Any administrative costs not directly related to the administration of this grant.
- In-car terminals and system.
- Law Enforcement Information Network (LEIN) usage fees.
- Vehicle, liability, or professional insurance.
- Non-motor vehicle theft-related membership and agency dues.
- Entertainment.
- Expenditures in excess of approved budget.
- Clothing/cleaning/gun allowance.
- Emergency response compensation.
- Show-up pay.
- Educational incentives (e.g., college courses and trade schools).
- First-class travel.
- Costs incurred applying for this grant (e.g., consultants, grant writers).
- Personnel, including law enforcement officers, not connected to the project to which this grant refers.
- Fundraising and any associated salaries or expenses.
- Legal fees.
- Purchase of promotional items unless prior approval is received in writing.
- Contributions and donations.
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with military arsenal.
- Construction costs and/or renovation, including remodeling.
- Expert witness fees.
- Weapons, including tasers.
- Conducting law enforcement operations with the intent of generating revenue for personal or agency gain through deceitful, fraudulent, unethical, or illegal methods.

X. Law Enforcement Objectives

- Reduce the number of motor vehicle thefts in your grant area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved, and reducing false motor vehicle theft reports.

- Reduce the economic gain associated with motor vehicle theft by recovering stolen vehicles/parts/equipment and by identifying fraudulent insurance activity.
- Recover more in stolen vehicles/parts/equipment value than the total approved grant award from the ATPA.
- Comply with ATPA guidelines/policies/conditions and UCR requirements for submission of data.
- Maintain clear and reliable documentation for the project's performance activity and financial expenditures.
- Following auction, report to the ATPA the dollar amount deposited into the forfeiture account on the Progress Report (GRANTS-037).
- A team member shall attend regular meetings for area detectives and insurance investigators, including participation in the Anti Car Theft (ACT) meetings. Please note that email correspondence will be accepted in lieu of physical attendance.

XI. Law Enforcement Evaluation Criteria (See Section XVII. Arrest Ranking)

- Number of 14 point motor vehicle theft (MVT) related arrests.
- Number of 12 point MVT related arrests.
- Number of ten point MVT related arrests.
- Number of eight point MVT related arrests.
- Number of six point MVT related arrests.
- Number of four point MVT related arrests.
- Number of two point MVT related arrests.
- Number of insurance fraud related arrests.
- Number of passenger vehicles recovered.
- Dollar value of passenger vehicles recovered.
- Number of other vehicles recovered.
- Dollar value of other vehicles recovered.
- Number of parts parts/equipment recovered.
- Dollar value of parts/equipment recovered.
- Number of commercial vehicles recovered.
- Dollar value of commercial vehicles recovered.
- Dollar amount deposited into forfeiture account.

XII. Prosecutor Objectives

- Provide full-time access to the judicial system for the ATPA task forces in the grant area and provide opportunities to informally discuss cases and legal issues.
- Vertically prosecute all selected motor vehicle theft related cases.
- Maintain a policy of plea bargaining only when absolutely necessary.
- Achieve an overall conviction rate of 80 percent.
- Achieve a trial conviction rate of 70 percent.
- Strive for maximum sentence lengths for defendants.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

XIII. Prosecutor Evaluation Criteria

- Number of cases initiated.
- Number of preliminary exams held.
- Number of preliminary exams waived.
- Number of cases disposed pre-trial.
- Number of defendants who pled guilty to original charge.
- Number of defendants who pled guilty to lessor included offense.
- Number of plea bargain dismissals.
- Number of other dismissals.
- Number of cases disposed by trial (jury/judge).
- Number of defendants convicted on original charge.
- Number of defendants convicted on reduced charge.
- Number of defendants incarcerated.
- Number of defendants fined/placed on probation.
- Dollar amount of restitution ordered.
- Number of defendants convicted of insurance fraud.

XIV. Non-Profit Organization Objectives

- Conduct 15 motor vehicle theft awareness education programs/seminars (minimum of 20 attendees each).
- Etch 200 vehicles.
- Distribute 1,500 ATPA approved auto theft preventative fliers/brochures regarding motor vehicle theft prevention.
- Write and publish no less than 5 articles about motor vehicle theft prevention. The articles must cite the ATPA as a source of funding. Forward article copies to the ATPA.
- Contact 200 residences within your community with a door-to-door strategy. Inform them of the most up to date auto theft prevention strategies.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

XV. Non-Profit Organization Evaluation Criteria

- Number of programs/seminars conducted.
- Number of vehicles etched.
- Number of fliers/brochures distributed.
- Number of theft prevention articles written and published.
- Number of residences contacted.

Organization Type	Quarterly Progress and Financial Reports		Due Date
Law Enforcement Agency Prosecuting Attorney's Office Non-Profit Organization	Progress Report (GRANTS-037)	10-01-21 to 12-31-21	01-31-22
	Financial Report (GRANTS-035)	10-01-21 to 12-31-21	01-31-22
	Progress Report (GRANTS-037)	01-01-22 to 03-31-22	04-30-22
	Financial Report (GRANTS-035)	01-01-22 to 03-31-22	04-30-22
	Progress Report (GRANTS-037)	04-01-22 to 06-30-22	07-31-22
	Financial Report (GRANTS-035)	04-01-22 to 06-30-22	07-31-22
	Financial Report (GRANTS-035)	07-01-22 to 09-30-22	10-15-22
	Progress Report (GRANTS-037)	07-01-22 to 09-30-22	10-31-22

Felony Charges	MCL	Arrest Points
Altering Vehicle Identification Number with Intent to Mislead	750.415	10
Arson - Owner Involved	750.75	14
Car-jacking	750.529a	8
Chop Shop	750.535a	14
Continuing Criminal Enterprise	750.159i	14
Counterfeit Insurance Certificates	257.222	6
Embezzlement	750.174	6
Failure to Return Rental Vehicle	750.362	6
False Certification	257.903	12
False Police Report	750.411a	8
False Pretenses	750.218	12
False Statement in Application for Title	257.254	12
Forged License Documents/License Plates	257.257	6
Insurance Fraud - Owner Staged Arson/Larceny/Theft	500.4511	14
Interstate Transportation of Stolen Motor Vehicle	750.535	14
Larceny by Conversion	750.362	6
Larceny from Motor Vehicle	750.356a	4
Obtain Personal Identification (ID) Without Permission	257.324	6
Odometer Fraud	257.233a	12
Operating License Forged, Altered, or False	257.324	6
Possess or Sell Rosette Rivets	750.415	4
Possess Stolen Vehicle with Intent to Pass Title	257.254	10
Repair - Salvage Facility Violation	257.217	4
Receiving and Concealing Stolen Property	750.535	8

Unlawfully Driving Away Automobile	750.413	6
Unlawful Use	750.414	4
Use Fraudulent ID to Lease or Purchase Vehicle	750.415	12
All Other Charges		2

XVI. Reporting Schedule

XVII. Arrest Ranking

Note to Arrest Rankings:

- Team takes credit for most serious charge against subject and ignores others.
- Team takes credit for original arrest charge, even if reduced later by prosecutor.
- If subject is arrested on three separate warrants, team may count three arrests.
- Attempted crimes or conspiracy to commit crime earns same points as listed.

XVIII. Special Conditions

This contract is valid upon approval and execution by the ATPA.

This contact is conditionally approved, subject to and contingent upon the availability of funds.

The grantees will not assume any responsibility or liability for costs incurred by the ATPA prior to the full execution of this contract.

XIX. Contract Signatures

Grant funding will not be released until all requirements of the signed grant contract have been agreed upon. The undersigned has the authority to accept the terms of this grant contract.

Ellery Sosebee		9/16/21
Printed Name of Authorized Official	Signature of Authorized Official	Date
DET SHAWN MARTINEZ		9/16/21
Printed Name of Project Director	Signature of Project Director	Date
Joe McClure	Joe J McClure	9/17/21
Printed Name of Financial Contact	Signature of Financial Contact	Date
	Digitally signed by Insp. Michael Johnson Date: 2021.09.21 09:01:13 -04'00'	
Printed Name of ATPA Executive Director	Signature of ATPA Executive Director	Date

LANSING POLICE DEPARTMENT
LANSING AUTO THEFT TEAM
BUDGET DETAIL
G-23-22

	2021 BUDGET	2022 APPLICATION BUDGET	2022 BUDGET MODIFICATION	2022 ATPA STAFF RECOMM	PERCENT 50% ATPA SHARE
SWORN EMPLOYEES					
Salaries & Wages:					
(1)Lansing PD-Detective	76,750	78,437		78,437	39,219
Fringe Benefits	74,578	81,076		81,076	40,538
Overtime	6,300	5,000		5,000	2,500
TOTAL SWORN EMPLOYEES	157,628	164,513		164,513	82,257
VEHICLES					
Vehicle Lease usage& Maint.	10,000	10,000		10,000	5,000
TOTAL VEHICLES	10,000	10,000		10,000	5,000
FIELD OPERATIONS					
Investigative supplies	250	250		250	125
IAATI/MAVTI Due & Training Fee	65	65		65	33
TOTAL FIELD OPERATIONS	315	315		315	158
OFFICE OPERATIONS					
Office supplies	150	150		150	75
TOTAL OFFICE OPERATIONS	150	150		150	75
GRAND TOTAL	168,093	174,978		174,978	87,489
REIMBURSEMENT PERCENT	60%				50%

RESOLUTION # ____
BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City of Lansing, Michigan (***"City"***) authorized its Resolution #2021-047 (the *"**GAN Resolution"***) in anticipation of City's Department of Human Relations and Community Services (***"HRCS***") acting as the Collaborative Applicant and fiduciary for the Continuum of Care for the Lansing, East Lansing and Ingham County area to receive a grant of funds from the Michigan State Housing Development Authority (***"MSHDA***") under the U.S. Treasury Department Consolidated Appropriations Act of 2021 (***"Act***") for the Emergency Rental Assistance Program (the ***"Grant"***); and

WHEREAS, the awarded Grant funds have helped to provide Emergency Rental Assistance payments for qualified participants adversely affected by the coronavirus pandemic with the cooperative participation of at least the following agencies: Advent House Ministries, Holy Cross Services, Capital Area Hosing Partners and HRCS, originally for a period ending September 30, 2021 with the possibility of a qualifying three month extension; and

WHEREAS, at the time the GAN Resolution was passed, HRCS was expected to receive from MSHDA, Grant funds in an aggregate amount of up to $27,278,000; and

WHEREAS, the GAN Resolution authorized the City to issue a grant anticipation note or notes (***"GAN"***) pursuant to Public Act 34 of 2001 (***"Act 34"***), the proceeds of which were used (i) to finance Emergency Rental Assistance payments to eligible recipients and (ii) to reimburse the City for such payments the City advanced to eligible recipients; and

WHEREAS, the GAN Resolution authorized the Mayor and the Finance Director or their designees to take any actions necessary for the issuance of the GAN; and

WHEREAS, on April 1, 2021, the City issued a GAN with a principal amount not to exceed $13,600,000; and

WHEREAS, on July 14, 2021, MSHDA notified the City that its Grant fund had been increased to $30,039,243 (***"Amendment #1"***); and

WHEREAS, HRCS is now anticipating another amendment increasing the Grant fund by approximately $16,000,000 to an aggregate amount of $46,039,243 (***"Amendment #2"***); and

WHEREAS, HRCS anticipates receiving additional increases to the Grant (***"Future Amendments,"*** and collectively with Amendment #1 and Amendment #2, ***"Grant Amendments"***); and

WHEREAS, Section 415(3) of Act 34 states that the principal amount of a municipal security issued under this section shall not exceed 50% of the amount remaining to be received by the municipality that is not still subject to an appropriation from the granting agency under a written contract from that granting agency that has been accepted by resolution by the municipality; and

WHEREAS, in order for the City to continue to provide for financing for rental assistance payments and other Emergency Rental Assistance Program related expenses it is necessary to increase the stated amount of the GAN within the parameters imposed by Act 34, to be an amount not to exceed 50% of the Grant fund as amended by the Grant Amendments; and

NOW, THEREFORE, BE IT RESOLVED the City acknowledges that the terms of the Grant have been changed and may again change, including by increasing the Grant funds to be disbursed to HRCS as stipulated by MSHDA, and the City, on behalf of itself and HRCS, does hereby specifically agree, but not by way of limitation, and resolves, as follows:

1. That the City's Grant Anticipation Note dated April 1, 2021 may be amended as necessary to reflect a not-to-exceed amount of 50% of total Grant funds as appropriated by MSHDA including through any Grant Amendments.

2. That the City's Grant Anticipation Note dated April 1, 2021 may be further amended to reflect additional changes to the program implemented by the State of Michigan, MSHDA, or pursuant to the Act and the City Mayor is authorized to accept current and future Grant Amendments on behalf of the City.

3. That the Sections 1-9 of the City Resolution #2021-047 shall otherwise remain in full effect.

076492.000034 4852-4334-1311.3

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 10/25/2021

GRANT NAME: Michigan State Housing Development Authority (MSHDA) Emergency Rental Assistance Grant

DEPARTMENT: HRCS

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Director, Kimberly A. Coleman 483-4482

APPLICATION DATE: Grant Amendment AWARD DATE: 10/19/2021

FUND AMOUNT: Approximately $46,039,243, subject to Michigan legislative appropriation and final MSHDA determination.

CITY MATCH (IF APPLICABLE): $0

GRANT CYCLE: Ending September 30, 2022 (see attached) Check One: Annual ☒ One-Time ☐

GRANT PAYS FOR: The City of Lansing is the designated collaborative applicant and fiduciary for Lansing, East Lansing, Ingham County CoC for emergency rental assistance for qualified residents adversely affected by the coronavirus pandemic. No application process required for the City of Lansing.

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):

City HRCS and participating agencies, for the benefit of Ingham County, Michigan.

076492.000034 4823-7936-4314.3

RESOLUTION #2021-047
BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City of Lansing, Michigan's (City's) Department of Human Relations and Community Services (HRCS) as the Collaborative Applicant and fiduciary for the Continuum of Care for the Lansing, East Lansing and Ingham County area, will be receiving a grant of funds from the Michigan State Housing Development Authority (MSHDA) under the U.S. Treasury Department Consolidated Appropriations Act of 2021 (Act) for the Emergency Rental Assistance Program; and

WHEREAS, the awarded funds will help provide Emergency Rental Assistance payments for qualified participants adversely affected by the coronavirus pandemic with the cooperative participation of at least the following agencies: Advent House Ministries, Holy Cross Services, Capital Area Hosing Partners and HRCS, for a period ending September 30, 2021 with the possibility of a qualifying three month extension; and

WHEREAS, HRCS is to receive from MSHDA in the aggregate a grant amount of up to $27,278,000; and

WHEREAS, each participating agency in addition to and including HRCS shall be responsible for compliance according to the established guidelines and documentation requirements as established by the Act and MSHDA; and

WHEREAS, because awarded funds will be disbursed by MSHDA in part in arrears on a reimbursement basis and in part on a proportionate advance basis, MSHDA has recommended that the City provide for financing for rental assistance payments and other Emergency Rental Assistance Program related expenses; and

WHEREAS, Section 415 of the Revised Municipal Finance Act, Public Act 34 of 2001 (Act 34), states that a municipality may by resolution of its governing body, and without a vote of its electors, issue a short-term municipal security in anticipation of the receipt of grants from the United States, . . . or any agency or instrumentality of the United States . . . and may pledge for the payment of the principal, interest, and redemption premiums, if any, on that municipal security other funds held for payment of the municipal security and the proceeds of federal grants; and

WHEREAS, the provisions of the Emergency Rental Assistance Program provide that a portion of the proceeds of the grant may be used to pay administrative costs to fund and operate the program.

NOW, THEREFORE, BE IT RESOLVED the City accepts the terms of the grant as stipulated by MSHDA, and the City, on behalf of itself and HRCS, does hereby specifically agree, but not by way of limitation, and resolves, as follows:

1. That the City and HRCS, acting on behalf of the Ingham County Continuum of Care, accepts the grant and appropriates such funds as shall be necessary to operate the Emergency Rental Assistance Program, subject to the City of Lansing City Council transfer policies.

2. That the Mayor of the City and the Finance Director or their designees are authorized to create or cause to be created appropriate accounts and to authorize the transfer of necessary funds to administer and monitor the grants.

3. That the City and HRCS will maintain satisfactory financial accounts, documents, and records and make them available to MSHDA for auditing at reasonable times.

4. That HRCS will implement the Emergency Rental Assistance Program on behalf of the City, for the benefit of residents in the Ingham County geographical area, file the necessary applications and enter into any necessary agreements with or as required by the U.S. Department of Treasury, MSHDA and with any participating municipal agencies, and provide such funds, services, and materials as may be necessary to satisfy the terms of said agreements, including to request reimbursement of Emergency Rental Assistance payments.

5. That the Mayor of the City and the Finance Director or their designees are authorized representatives to sign documents on behalf of the City and HRCS relating to the Emergency Rental Assistance Program.

6. That the City and HRCS will comply and cause compliance with any and all terms of said agreements, including reporting requirements, and including all terms not specifically set forth in the foregoing portion of this resolution.

7. That the City is authorized to issue a grant anticipation note or notes pursuant to Act 34 (Notes), to finance Emergency Rental Assistance payments to eligible recipients, secured by the receipt of Emergency Rental Program grant proceeds and, if necessary in order to secure the financing, the limited tax full faith and credit pledge of the City.

8. That the Notes shall be issued pursuant to the requirements of Act 34 as a negotiated sale, and may be issued on either a taxable or tax-exempt basis, with such redemption or payment provisions as determined by the Finance Director in consultation with the City's Municipal Advisor, Robert W. Baird & Co. Incorporated, Lansing, Michigan.

9. The Mayor and the Finance Director or their designees are authorized to take any actions necessary for the issuance of the Notes, including filing an application with the Michigan Department of Treasury and negotiating the terms of the Notes with a lender.

Chris Swope

Chris Swope, CMMC/MMC
Lansing City Clerk

I hereby certify that the foregoing is true and is a complete copy of the action adopted by the Lansing City Council.

STATE OF MICHIGAN

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

10/19/2021

Andy Schor, Mayor
City of Lansing

HRCS 124 W. Michigan Avenue 4th Floor
Lansing, MI 48933-1234

RE: Amendment to Grant #: HML-2021-City of -384-CERA

Dear Andy Schor:

This letter is to advice you that the Michigan State Housing Development Authority (MSHDA) has authorized an amendment to the above-referenced grant. The grant agreement has been amended in accordance with the attached form.

Please print two copies of the Budget and Purpose pages, sign both purchase pages and return both copies to Jennifer Ferguson at the address shown below. The Director of Rental Assistance and Homeless Solutions will sign, and one copy will be returned to you to be filed with your grant.

Mail To: Jennifer Ferguson
Michigan State Housing Development Authority
Rental Assistance and Homeless Solutions Division
735 E Michigan Ave
Lansing, MI 48912

If you have any questions, please contact Jennifer Ferguson, MSHDA ESG Homeless Assistance Specialist at (517) 241-2272 or fergusonj1@michigan.gov.

Sincerely,

Kelly Rose, Chief Housing Solutions Officer
Rental Assistance and Homeless Solutions Division

Enclosures

735 EAST MICHIGAN AVENUE • P.O. BOX 30044 • LANSING, MICHIGAN 48909
michigan.gov/mshda • 517-373-8370 • FAX 517-335-4797 • TOLL-FREE 855-MI-MSHDA (855-646-7432)

Equal Housing Employer/Lender

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
RENTAL ASSISTANCE AND HOMELESS SOLUTIONS
Funding Award Amendment

Grantee: City of Lansing

Amendment #: 2

Grant #: HML-2021-City of -384-CERA

Effective Date: 10/19/2021

Purpose of Amendment:

- [ ] Change Grant Term
- [ ] Change Program Description (See attached revision.)
- [X] Change Budget (See attached revision.)
- [ ] Change Special Conditions (See attached revision.)
- [ ] Change Grant Number/Funding Source Year

APPROVED BY:

Homeless Assistance Specialist

Rental Assistance and Homeless Solutions

10/19/21

Authorized Signatory for Grantee

Homeless Assistance Manager

Rental Assistance and Homeless Solutions

Director

Rental Assistance and Homeless Solutions

Grantee: City of Lansing

Amendment #: 2

Grant #: HML-2021-City of -384-CERA

Effective Date: 10/19/2021

Previous Budget

Component-Activity	Approved Funds
Special Grant Funds	
Financial Assistance	$25,891,960.00
Case Management	$1,817,007.00
Operating Costs	$0.00
HMIS	$0.00
Administrative Costs	$2,330,276.00
GRAND TOTAL	$30,039,243.00

New Budget

Component-Activity	Approved Funds
Special Grant Funds	
Financial Assistance	$41,891,960.00
Case Management	$1,817,007.00
Operating Costs	$0.00
HMIS	$0.00
Administrative Costs	$2,330,276.00
GRAND TOTAL	$46,039,243.00

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

WHEREAS, the Mayor has made the appointment of Paul Collins as an At-Large member of the Lansing Entertainment and Public Facilities Authority for a term to expire June 30, 2024; 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 _____ took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Paul Collins as an At-Large member of the Lansing Entertainment and Public Facilities Authority for a term to expire June 30, 2024.

MILLER CANFIELD

LANSING
120 N. Washington Square Suite 900 - One Michigan Avenue Building
Lansing, Michigan 48933
T: +1.517.483.4908
O: +1.517.487.2070
F: +1.517.374.6304

collinsp@millercanfield.com

Services

Environmental

Financial Services

Industries

Energy

- Renewable Energy Development and Finance

Financial Institutions

Education

Thomas M. Cooley Law School, J.D., 2006

Michigan State University, B.S., 1993

Bar Admissions

Michigan

Paul M. Collins specializes in energy and environmental law. Paul uses his knowledge and experience to help manufacturers, energy companies and other organizations operating in heavily regulated areas identify compliance solutions and risk management and investment recovery strategies that are tailored to fit each client's unique needs and circumstances.

Paul routinely represents electric and natural gas utilities before the Michigan Public Service Commission. He has also addressed air, water and waste issues under the Clean Air Act, the Clean Water Act, the Comprehensive Environmental Response Claim Liability Act, the Resource Conservation and Recovery Act, and their state/local counterparts.

Paul has represented electric utilities in proceedings before courts and administrative agencies involving emission trading credits and greenhouse gases. He routinely represents natural gas and electric utility clients, as well as gas and electric transmission companies in a variety of proceedings before the Michigan Public Service Commission. Paul's institutional knowledge of state and federal environmental programs and experience with utility rate regulations allows him to provide unique insight into the cost recovery implications of environmental law and vice versa.

Paul is a licensed professional engineer with extensive experience with the federal Clean Air Act and related regulations. During his previous experience with the Michigan Department of Environmental Quality, Paul served the primary author of many of the state's construction and operating permit regulations.

Representative Matters

Utility Ratemaking

- Paul has represented numerous utilities before the Michigan Public Service Commission in many different contested case proceedings addressing natural gas and electric ratemaking; construction of natural gas and oil/petroleum pipelines; electric transmission line certification; and securitization.

Development/Redevelopment

- Served as co-environmental counsel for the purchaser of the RACER Willow Run "Arsenal of Democracy" site located in Ypsilanti Township, providing environmental expertise in the review and drafting environmental covenants and easements, obtaining a federal prospective purchaser agreement, and assessing buyer's environmental liability, due diligence and due care obligations.
- Represented mining company in purchase of state-owned property, including acquisition of all surface and mineral rights.
- Helped a steel manufacturer assess the requirements of new federal standards for hazardous air pollutants and use the state's air permit program to achieve a variance.
- Provided advice and counsel on environmental due diligence and transactions involving the purchase and sale of contaminated properties and brownfield sites.

Environmental Litigation

- Helped an electric utility obtain a New Source Review construction permit for a $2 billion coal-fired power plan and defended the permit against citizen suits.
- Defended a municipal electric provider concerning a Clean Air Act citizen suit alleging violations of federal New Source Review, NSPS and Title V operating permit requirements.
- Represented an electric producer in a permit challenge before the Ohio Environmental Review Appeals Commission.
- Successfully defended an electric utility before the state trial and appellate courts in proceedings concerning judicial review of a PSD construction permit for an 800 MW coal-fired power plant.
- Represented an electric utility in obtaining a favorable CAIR emission allowance allocation from the MDEQ and successfully defended against a judicial challenge to the allocation.
- Represented an electric utility in a Michigan judicial proceeding in which a third party sought to compel the MDEQ to regulate greenhouse gases and obtained a successful judgment refusing to compel such regulation.

State and Federal Agency Enforcement Actions

- Defended numerous manufacturers in U.S. EPA enforcement actions, involving alleged Clean Air Act violations and regulated regulations, including New Source Review, Title V Operating Permits, New Source Performance Standards, and National Emission Standard for Hazardous Air Pollutants (NESHAP).

- Routinely defend manufacturers, utilities and municipalities in state and federal environmental agency enforcement cases, including allegations of violations of Clean Air, Clean Water Act, landfill/solid waste regulations, oil and gas production regulations; and nuisance odor allegations.

Clean Air Act Construction Permitting

- Legal counsel in successfully obtaining and defending a Prevention of Significant Deterioration construction permit for an 800 MW coal-fired power plant.
- Legal counsel in successfully obtaining two Prevention of Significant Deterioration construction permits facilitating the expansion of a steel mill and allowing significant increases in PM10, PM2.5, SO2, VOC, NOx and CO.
- Obtained successful stationary source determinations form MDEQ concerning an automobile parts manufacturing site and a midstream gas/oil services provider's facility.
- Created a strategy for a natural gas pipeline company to avoid Clean Air Act operating permit applicability while negotiating a favorable settlement with the state air pollution control agency.

Honors

Best Lawyers in America, Energy Regulatory Law, 2022-present

Michigan Super Lawyers, Rising Star, Environmental 2014-2016

Thomas M. Cooley Law School, summa cum laude; Law Review; Merit Scholarship; Raymond Burr Scholarship; Shane Joseph Scholarship; Phi Kappa Delta Award; Honor Roll & Dean's List; Student Bar Association Senator; Certificates of Merit in: Environmental Law, State Administrative Law, Taxation, Product Liability, Advanced Research & Writing, Advanced Writing, Secured Transactions, Intellectual Property, Federal Administrative Law, Torts I&II, Property I&II, Criminal Law, Criminal Procedure, Professional Responsibility, Constitutional Law I&II, Evidence

State of Michigan Licensed Professional Engineer

Professional Activities

Michigan Manufacturers Association Air Committee

Air and Waste Management Association – East and West Chapters

Michigan Bar Association – Environmental Law Section, Council Member

Michigan Bar Association – Environmental Law Section, Air Committee Vice-Chair

Civic, Cultural & Social Activities

Michigan Manufacturers Association, Air Quality Committee

Paul M. Collins

Articles

Environmental Due Diligence in Real Estate Transactions During the COVID-19 Crisis

Complying with Environmental Regulations During COVID-19 Shutdowns/Slowdowns

Miller Canfield Coronavirus Response Team

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

WHEREAS, the Mayor has made the appointment of Kris Young as a 4th Ward member of the Board of Public Service for a term to expire June 30, 2024; 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 _____ took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Kris Young as a 4th Ward member of the Board of Public Service for a term to expire June 30, 2024.

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

WHEREAS, Lansing Police Department's, Capital Area Response Effort (CARE) Unit provides advocacy to victims of intimate partner violence in Ingham County; and

WHEREAS, in August, CARE submitted an application to the Michigan State Police (MSP) for a Byrne Justice Assistance Grant (JAG) which enhances the current $164,897 Michigan Department of Health and Human Services grant recently approved by Council; and

WHEREAS, on October 15, 2021, MSP informed the CARE Unit that its grant application was selected to receive grant funding; and

WHEREAS, the grant amount approved is $127,992; and

WHEREAS, there is no local match requirement; and

WHEREAS, the grant period is October 1, 2021through September 30, 2022; and

WHEREAS, CARE plans to utilize the grant funds to 1) provide extensive victim assistance in the form of short-term hotel lodging ($52,256), security deposits for victims displaced ($5,000), prepaid cell phones for victims without phone access ($5,000), gas cards for victims ($8,000), home security items ($7,000), and process serving ($3,000) and 2) hire a new contract employee ($47,736) to oversee these new assistance services.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City council approves acceptance of the JAG grant from the Michigan State Police in the amount of $127,992 for the period October 1, 2021, through September 30, 2022.

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.

AUTHORITY: 1935 PA 59;
COMPLIANCE: Voluntary.

BYRNE JUSTICE ASSISTANCE GRANT (JAG) CONTRACT

Grant Agreement

hereinafter referred to as the "Agreement"

between

Michigan State Police

hereinafter referred to as the "Department"

and

City of Lansing

124 W. Michigan Ave. , Lansing, Michigan 48933

Federal I.D. #: 38-6004628

hereinafter referred to as the "Contractor"

for

Lansing Police Department

Lansing Police CARE Program

MSP Project Number: JAG-72460-Lansing Police Department-2022

I. Period of Agreement:

This Agreement shall commence on **10/01/2021** and continue through **09/30/2022**.

This Agreement is in full force and effect for the period specified.

All projects must be initiated within 60 days of the start date of this Agreement.

II. Funding Source and Agreement Amount:

This Agreement is designated as a subrecipient relationship with the following stipulations:

A. Including federal funds and required local match, the total amount of this Agreement is $127,992.00.
B. The Department, under the terms of this Agreement, will provide federal pass-through funding not to exceed $127,992.00.
C. The Catalog of Federal Domestic Assistance (CFDA) number is 16.738.
D. The CFDA Title is Formula Edward Byrne Memorial Justice Assistance Grant Program.
E. The federal agency name is U.S. Department of Justice, Bureau of Justice Assistance.
F. The federal grant award number is 2019-MU-BX-0061,15PBJA-21-GG-00248-MUMU.
G. The federal program title is Byrne JAG State FY 2022.

III. Grant Summary:

The Contractor's Grant Summary is outlined in Attachment 1, which is part of this Agreement through reference.

IV. Statement of Work:

The Contractor agrees to undertake, perform and complete the services described in Attachment 2, which is part of this Agreement through reference. Any change to the Statement of Work, by either the Contractor or Department, requires a formal Amendment in the Department's e-grants system, Michigan Automatic Grant Information Connection Plus (MAGIC+), available at https://msp.intelligrants.com.

V. Project Timeline:

The Contractor agrees to undertake, perform and complete the services within the timeline described in Attachment 2-A, which is part of this Agreement through reference. Any change to the Project Timeline, by either the Contractor or Department, requires a formal Amendment in MAGIC+.

VI. Program Budget:

The agreed upon Program Budget for this Agreement is referenced herein as Attachments 3-A and 3-B, which is part of this Agreement through reference. Any change to the Program Budget, by either the Contractor or Department, requires a formal Amendment in MAGIC+.

Budget deviation allowances are not permitted.

VII. Amendments:

Any change proposed by the Contractor which would affect the Department funding of any project, in whole or in part, must be submitted in writing, via MAGIC+, to the Department for approval immediately upon determining the need for such change. Changes made to this Agreement are only valid if made in MAGIC+ and accepted by both the Contractor and the Department.

VIII. Contractor Responsibilities:

The Contractor, in accordance with the general purposes and objectives of this Agreement, will:

A. **Publication Rights:**

1. The Contractor shall give recognition to the Department in any and all publications, papers and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers and presentations:

   This project is supported by Byrne JAG State FY 2022 # 2019-MU-BX-0061,15PBJA-21-GG-00248-MUMU, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the DOJ or the MSP.

2. The Department shall, in return, give recognition to the Contractor when applicable.

3. Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor, the Contractor may copyright such but shall acknowledge that the Department reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.

4. Any copyrighted materials or modifications bearing acknowledgment of the Department's name must be approved by the Department prior to reproduction and use of such materials.

B. **Reporting Responsibilities:**

Failure to comply with any reporting responsibilities identified in this Agreement may result in withholding grant payment(s) or the cancellation of grant award. The Contractor's lack of compliance will also be taken into account when considering future grant applications to, and awards from, the Department.

C. **Uniform Crime Report (UCR):**

The Contractor, and all of its subcontractors, must comply with 1968 PA 319, as amended. This law requires county sheriff's departments, as well as city, village, and township police departments to submit monthly UCR data to the Department.

D. **Financial Reporting Requirements:**
Financial reporting requirements shall be followed as defined within this section.

1. **Reimbursement Method/Mechanism:**

   a. All Contractors must register as a vendor to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits. Vendor registration information is available on the State of Michigan SIGMA Vendor Self Service (VSS) website located at https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService.

   b. This Agreement is reimbursement only. Contractor must document that expenditures have been paid by local sources before requesting reimbursement from the Department.

   c. Reimbursement from the Department is based upon the understanding that Department funds will be paid up to the total Department allocation as agreed upon 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.

   d. Should the Contractor discover an error in a previous reimbursement request, the Contractor shall immediately notify the Department and refund to the Department any funds not authorized for use under this Agreement and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenses.

2. **Financial Status Report (FSR) Submission:**
   Once the Agreement has been signed and accepted, regardless of when this occurs, the Contractor is responsible for preparing and submitting a FSR for each month of the Agreement period, as specified in MAGIC+. The various FSRs are outlined below:

   a. **Monthly FSR:**
   Monthly FSRs must be prepared and submitted to the Department in MAGIC+, no later than 30 days after the close of each calendar month. An example is found in Attachment 5, which is part of this agreement through reference. Each month's reimbursement request may only contain expenses from that month. Reimbursement requests that include more than one month's expenditures may not be granted and will be returned to the Contractor for explanation and/or correction and re-submission.

   b. **Obligation Report:**
   An Obligation Report, based on annual guidelines, is a one-time FSR and must be submitted by the specified due date in MAGIC+. In this report, the Contractor will provide to the Department an estimate of total expenditures for the MAGIC+ date-specific Agreement period. The information from this report will be used to record the Department's year-end accounts
   payables and receivables for this Agreement.

   c. **Final FSR:**
   A Final FSR is due 30 days following the end of the fiscal year or Agreement period specified in MAGIC+. Final FSRs not received from the Contractor by the due date may result in the loss of funding requested on the Obligation Report and/or a potential reduction in the subsequent year's award, if/when applicable.

3. **Unobligated Funds:**
   Any unobligated balance of funds held by the Contractor at the end of the Agreement period will be returned to the Department or treated in accordance with instructions provided by the Department.

4. **Program Income:**
   The US DOJ regulations allow Contractors to keep funds (program income) derived from grant activities, so long

as these funds are used for the same purposes as the grant project. In the absence of such regulations, these funds would be required to be returned to the DOJ.

Program income means the gross income earned by the Contractor during the Agreement period as a direct result of the grant project.

All income generated as a direct result of a Department-funded project shall be deemed program income.

Program income may be used to further program objectives under this Agreement or may be refunded to the Department. Program income must be used for the purposes of, and under the conditions applicable to, the award specified in this Agreement. Program income may only be used for allowable program costs.

Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. The DOJ regulations require that program income be held in the custody of a governmental entity, with reporting on those funds to the State Administrative Agency (the Department).

When applicable, Program Income Reports (GRANTS-208B) are to be filed quarterly in MAGIC+.

Any program not earning program income must fill out and submit to the Department a Program Income Waiver Report (GRANTS-208A) in MAGIC+ within 30 days of the acceptance of this Agreement.

5. **Audits:**
This section applies to Contractors designated as subrecipients. Contractors designated as vendors are exempt from the provisions of this section.

   a. **Single Audit:**
   Contractors that expend $500,000 or more in federal awards in the current fiscal year or expend $750,000 or more in federal funds in a fiscal year after December 26, 2014 must submit a Single Audit prepared consistent with the Single Audit Act Amendments of 1996, and Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised or 2 C.F.R. 200.501. Contractors must also submit a Corrective Action Plan for any audit findings that impact Department-funded programs and a management letter (if issued) with a response.

   b. **Financial Statement Audit:**
   Contractors exempt from the Single Audit requirements that receive $500,000 or more **in total funding** from the Department in state and federal grant funding must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards (GAAS). Contractors exempt from the Single Audit requirements that receive less than $500,000 of total Department grant funding must submit to the Department a Financial Statement Audit prepared in accordance with GAAS if the audit includes disclosures that may negatively impact Department-funded programs including, but not limited to fraud, financial statement misstatements, and violations of contract and grant provisions.

   c. **Due Date and Submission Information:**
   The required audit and any other required submissions (e.g., Corrective Action Plan and management letter with a response), must be submitted to the Department within nine months after the end of the Contractor's fiscal year to:

      Michigan Department of State Police
      Grants and Community Services Division
      Attn: Grants Coordination Unit
      P.O. Box 30634
      Lansing, Michigan 48909-0634

   d. **Penalty:**

      i. **Delinquent Single Audit or Financial Statement Audit:**

If the Contractor does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the Financial Statement Audit and management letter (if issued) with a response within nine months after the end of the Contractor's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the Department may withhold from the current funding 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 Contractor is more than 120 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit. The Department may terminate the current grant if the Contractor is more than 180 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit.

ii. **Delinquent Audit Status Notification Letter:**
Failure to submit the Audit Status Notification Letter, when required, may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Status Notification Letter is received.

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

E. **Performance/Progress/PMT Report Requirements:**
The progress reporting methods, as applicable, shall be followed as described in Attachment 4, which is part of this Agreement through reference.

Progress reporting is due no later than 20 days after the end of each quarter through the federal Performance Measurement Tool (PMT) system located at https://bjapmt.ojp.gov/. This link, as well as a user login and password, will be provided in MAGIC+ within 45 days of the start date of the Agreement.

When applicable, additional programmatic Progress Reports are due in MAGIC+ no later than 20 days after the end of each quarter.

F. **Equipment Purchases and Title:**
Any Contractor equipment purchases supported in whole or in part through this Agreement must be listed in an Equipment Inventory Schedule. Equipment means tangible, non-expendable, personal property having 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 Contractor 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.

All purchases supported in whole or in part through this Agreement must use procurement procedures that conform to the Contractor's local requirements.

G. **Employee Time Certification:**
It is the Contractor's obligation to notify the Department immediately when a Byrne JAG-funded employee (including employees of subcontractors):

- Is disabled or deceases while having been assigned to a grant-funded position;
- Is removed or reassigned from a grant-funded position; and/or,
- Is unable to report to work due to injury or illness not related to job performance (and is not replaced within 30 days by another employee).

The Contractor's failure to comply with notification to the Department could result in loss of position funding from the Department.

All Agreement-funded employees, including employees of subcontractors, will complete and submit to the Contractor an executed GRANTS-214, Employee Time Certification form (Attachment 6). The Contractor will

submit the certifications to the Department semi-annually, by attaching this fully executed form to their e-grant in MAGIC+. This form will be provided to the Contractor by the Department.

H. **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. Assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure, the date of submission of the Final FSR, or until litigation and audit findings have been resolved. All retention record guidelines set by the local jurisdiction (Contractor) must be adhered to if they require additional years beyond retention guidelines stated herein.

I. **Authorized Access:**
Permit upon reasonable notification and at reasonable times, access by authorized representatives of the Department, Program Evaluators (contracted by the Department), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

The Department may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, including subcontractors, if requested.

The Department may request that a funded program be evaluated by an outside evaluation team contracted by the Department. Contractors shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

J. **Subcontractor/Vendor Monitoring:**
The Contractor must ensure that each of its subcontractors comply with the Single Audit Act of 1984, as amended, 31 U.S.C. 7501 *et seq*. requirements and must issue management decisions on audit findings of their subcontractors as required by OMB Circular A-133. The Contractor is responsible for reviewing all single audit adverse findings and ensuring that corrective actions are implemented. The Contractor will ensure subcontractors forward all single audits covering grant funds administered through the Department to the Contractor.

The Contractor must ensure that subgrantees are expending grant funds appropriately as approved in the MAGIC+ application and as specified through this Agreement, and must conduct monitoring activities to ensure compliance with all associated laws, regulations, and provisions as well as ensure that performance goals are achieved. The Contractor must ensure compliance for for-profit subcontractors as required by OMB Circular A-133, Section 210(e). The Contractor must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section 210(f).

1. **Subcontracts:**
Assure for any subcontracted service, activity or product:

   a. That the Contractor will submit copies of all executed subcontracts in MAGIC+ within 60 days of the execution of this Agreement. Subcontracts should cover all personnel contained in the "contractual" line item within the grant budget. Each listed agency shall have its own subcontract signed by the Contractor and an employee of the subcontracted agency that is authorized to enter into legally binding contracts for the entity receiving funds. The failure to submit these documents to the Department within 60 days may result in withholding future payment or other penalties, as determined by the Department.

   b. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department upon written request within 30 days of execution of this Agreement.

c. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement, including all Certifications and Assurances referenced in this Agreement.

d. That, 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:
   i. Contains additional non-conflicting provisions not set forth in this Agreement;
   ii. Restates provisions of this Agreement to afford the Contractor the same or substantially the same rights and privileges as the Department; or,
   iii. Requires the subcontractor to perform duties and/or services in less time than that afforded the Contractor in this Agreement.

e. That the subcontract does not affect the Contractor's accountability to the Department for the subcontracted activity.

f. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services. All subcontractors must submit requests for reimbursement to the Contractor in a timely manner such that the Contractor can include these requests on the proper month's FSR. **Subcontractors must be paid within 30 days of receipt of invoice by the subcontractor.**

K. **Notification of Modifications:**
The Contractor must 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 services, funding, or compliance with operational procedures.

L. **Software Compliance:**
The Contractor must ensure software compliance and compatibility with the Department's data systems for services 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 Contractor's business operations for processing date/time data.

M. **Human Subjects:**
The Contractor agrees that prior to the initiation of research, the Contractor will submit Institutional Review Board (IRB) application material for all research involving human subjects conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to a federally assured IRB for review and approval. All paperwork involving the IRB must be submitted to the Department.

N. **Notification of Criminal or Administrative Investigations/Charges:**
If any employee of the Contractor associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Contractor shall immediately notify the Department's contract manager in writing that such an investigation is ongoing or that a charge has been issued.

O. **Byrne JAG Local Funding:**
The Contractor, and all of its subcontractors, must apply for any and all direct Byrne JAG funding from the DOJ for which it is eligible. The failure to submit the application is reason for termination of this Agreement.

IX. Department Responsibilities:
The Department, in accordance with the general purposes, objectives, and terms and conditions of this Agreement, will provide reimbursement based upon appropriate reports, records, and documentation maintained by the Contractor.

X. Department Contract Manager/Administrator of the Agreement:
The individual acting on behalf of the Department in administering this Agreement as the Contract Manager is:

Ms. Nancy Becker Bennett, Division Director
Michigan State Police
Grants and Community Services Division
P.O. Box 30634
Lansing, MI 48909-0634

Telephone: 517-284-3208
Fax: 517-284-3216
Email: beckern@michigan.gov

XI. Agreement Suspension/Termination:

The Department and/or the Contractor may suspend and/or terminate this Agreement without further liability or penalty to the Department for any of the following reasons:

A. This Agreement may be suspended by the Department if any of the terms of this Agreement are not adhered to. Suspension requires immediate action by the Contractor to comply with the terms of this Agreement; otherwise, termination by the Department may occur.

B. Failure of the Contractor to make satisfactory progress toward the goals, objectives, or strategies set forth in the Agreement.

C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.

D. Filing false certification in this Agreement or other report or document.

E. This Agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date.

F. This Agreement may be terminated immediately if the Contractor, an official of the Contractor, or an owner is convicted of any activity referenced in Section VIII, N, of this Agreement during the term of this Agreement or any extension thereof.

XII. Final Reporting Upon Termination:

Should this Agreement be terminated by either party, within 30 days after the termination, the Contractor 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 Contractor for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Contractor shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures.

XIII. Severability:

If any provision of this Agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

XIV. Liability:

A. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this Agreement shall be the responsibility of the Contractor, and not the responsibility of the Department, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, any subcontractor, or anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.

B. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Department in the performance of this Agreement shall be the responsibility of the Department, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Department employee or agent, provided that nothing herein shall be construed as a waiver of any governmental

immunity by the state of Michigan, its agencies (the Department), or employees as provided by statute or court decisions.

C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and the Department in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Contractor and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Contractor, the state of Michigan, its agencies (the Department), or their employees, respectively, as provided by statute or court decisions.

XV. Certifications and Assurances:

A. This Agreement is valid upon approval and execution by the Department.

B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.

C. The Department will not assume any responsibility or liability for costs incurred by the Contractor prior to the full execution of this Agreement.

XVI. Certifications and Assurances:

These Certifications and Assurances are applicable to the Contractor and all subcontractors of the Contractor. It is the Contractor's responsibility to ensure that subcontractors are adhering to the Certifications and Assurances. Failure to do so may result in termination of grant funding or other remedies.

A. **Certifications:**
Contractors should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certification requirements under 28 C.F.R. Part 69, "New Restrictions on Lobbying," 28 C.F.R. Part 67, "Government-wide Debarment and Suspension (Non-procurement)," and 28 C.F.R. Part 83, "Government-wide Requirements for Drug-Free Workplace (Grants)."

B. **Lobbying:**
As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 C.F.R. Part 69, the Contractor certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,

3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

C. **Debarment, Suspension and Other Responsibility Matters (Direct Recipient):**
Pursuant to Executive Order 12549 (Debarment and Suspension), and implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 2867, Section 2867.20(a):

1. The Contractor certifies that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

   b. Have not within a three-year period preceding this application 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) 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, or receiving stolen property;

   c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.

   d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

   e. Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

D. **Federal Taxes:**
If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at ojpcompliancereporting@usdoj.gov, and after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.

E. **Drug-Free Workplace:**

1. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 83, Subpart F, as defined at 28 C.F.R. Sections 83.620 and 83.650 the Contractor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

   b. Establishing an on-going drug-free awareness program to inform employees about:
      i. The dangers of drug abuse in the workplace;
      ii. The Contractor's policy of maintaining a drug-free workplace;
      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.

   d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under the grant, the employee will:

i. Abide by the terms of the statement; and,
ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
Attn: Control Desk
810 7th Street, N.W.
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant.

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

F. **Standard Assurances:**
The Contractor hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (Intergovernmental Review of Federal Programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Contractor also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).

4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the Cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 a-1 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321.

5. It will comply with Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Executive Order 13559 (Fundamental Principles and Policymaking Criteria for Partnerships With Faith-based and Other Neighborhood Organizations), and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, which prohibits recipients from using DOJ financial assistance on inherently or explicitly religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for

literature, classes, meetings, counseling sessions, or other activities that support twelve-step programs, which are considered to be religious in nature. The twelve-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in twelve-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that twelve-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in twelve-step programs and cannot penalize a participant who chooses not to participate in a twelve-step program. It must ensure that employees fully funded by DOJ are not involved with twelve-step programs whereby they are instructing or indoctrinating clients on the twelve steps. Employees of the Contractor or subcontractor shall clearly document the number of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on twelve-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to twelve-step programming.

6. It will provide meaningful access to grant-funded programs and activities to Limited English Proficient (LEP) persons in accordance with Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C § 3789d. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 FR 4155-01 (June 18, 2002).

   It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d; the Victims of Crime Act of 1984, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. § 5672(b); the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-07; The DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38; The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; and the Michigan Persons With Disabilities Civil Rights Act, MCL 37.1101 *et seq.*

   a. **Notification:**
      It may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability and may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. These laws also prohibit retaliation against an individual for taking action or participating in action to secure rights protected by these laws. It shall notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed types of individuals. It shall forward all discrimination complaints to the Department as described in the complaint procedures in Attachment 7. Subcontractors, clients, customers, program participants or consumers may also report complaints to the Office of Justice Programs (OJP)/Office for Civil Rights (OCR) or the Michigan Department of Civil Rights (MDCR) directly, as outlined in Attachment 7, but the Contractor shall notify the Department of the complaint as soon as the complaint is known. In the event that a Federal or State court, or Federal or State Administrative Agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Contractor or subcontractor, the Contractor shall forward a copy of the finding to the OJP/OCR and the Department.

   b. **Training:**
      Any and all DOJ-funded employees of the Contractor and subcontractors shall receive periodic training at least once every contract year regarding the responsibility of the entities to comply with applicable federal civil rights laws as a recipient of federal funds. The Department shall provide the Contractor with access to training developed by the OJP/OCR, which may be found at https://www.ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm. The DOJ-funded employees of the Contractor shall complete the required training within 90 days of the start date of this Agreement and certify that the required training has been completed by signing the OCR Compliance Training Form. New employees shall

complete the required training and provide a signed OCR Compliance Training Form to the Department within 90 days of the date of hire.

c. **Monitoring:**
The Department shall ensure that the Contractor is complying with all applicable civil rights laws and procedures by completing the Civil Rights Compliance Questionnaire, see Attachment 8, with the Contractor during site monitoring visits and desk audits.

7. It shall determine if an Equal Employment Opportunity Plan (EEOP) is required, pursuant to 28 C.F.R. 42.301 *et seq*. If the Contractor is not required to formulate an EEOP, a certification form shall be sent to the OJP/OCR and the Office of Personnel Management (OPM) indicating that an EEOP is not required. If the Contractor is required to develop an EEOP, but is not required to submit the EEOP to the OCR, a certification form shall be sent to the OCR and the Department certifying that an EEOP is on file which meets the applicable requirements. If the Contractor is awarded a grant of $500,000 or more, and has 50 or more employees, a copy of the EEOP shall be submitted to the OJP/OCR and OPM. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form shall be submitted to the OPM). Additional information about the EEOP requirements may be found at https://www.ojp.gov/about/ocr/eeop.htm.

8. If the Contractor is a governmental entity:

   a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,

   b. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

G. **Non-Supplanting:**
It is imperative that the Contractor understand that the nonsupplanting requirement mandates that grant funds may be used only to supplement (increase) a Contractor's budget, and may not supplant (replace) state, local or tribal funds that a Contractor, inclusive of any subcontractors, otherwise would have spent on positions and/or any other items approved in the Grant Budget if it had not received a grant award.

This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.

2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.

3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts, it must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off and maintain documentation showing the date(s) and reason(s) for the lay-off. For example, if the grant award start date is July 1 and the lay-off is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff.

   Please note that as long as your agency can document the date that the lay-off(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual personnel.

4. Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are

unrelated to the availability of grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.

H. **Hatch Political Activity Act and Intergovernmental Personnel Act:**
The Contractor will comply with the Hatch Act of 1939, 5 U.S.C. 1501-08, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act of 1978, 42 U.S.C. 4728. 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.

I. **Health Insurance Portability and Accountability Act of 1996:**
To the extent that the Health Insurance Portability and Accountability Act (HIPAA) of 1996 is pertinent to the services that the Contractor provides to the Department under this Agreement, the Contractor assures that it is in compliance with the HIPAA requirements including the following:

1. The Contractor must not share any protected health data and information provided by the Department that falls within the HIPAA requirements except to a subcontractor, as appropriate under this Agreement.

2. The Contractor must require the subcontractor not to share any protected health data and information from the Department that falls under the HIPAA requirements in the terms and conditions of the subcontract.

3. The Contractor must only use the protected health data and information for the purposes of this Agreement.

4. The Contractor 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 Contractor's employees.

5. The Contractor must have a policy and procedure to report to the Department unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware.

6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XI, Agreement Suspension/Termination, above.

7. In accordance with the HIPAA requirements, the Contractor is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Contractor from the Department or any other source.

XVII. Unallowable Expenses and Activities:

- Costs in applying for this grant (e.g., consultants, grant writers).
- Any expenses incurred prior to the date of this Agreement.
- Any administrative costs not directly related to the administration of this Agreement.
- Indirect costs rates or indirect administrative expenses (only direct costs permitted).
- Personnel, including law enforcement officers, not connected to the project to which this Agreement refers.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fundraising and any salaries or expenses associated with it.
- Legal fees.
- All travel including first class or out-of-state travel, unless prior approval by the Department is received.
- Promotional items, unless prior approval by the Department is received.
- One-time events, prizes, or entertainment (e.g., tours, excursions, amusement parks, sporting events), unless prior approval by the Department is received.
- Honorariums.

- Management or administrative training or conferences, unless prior approval by the Department is received.
- Management studies or research and development (costs related to evaluation are permitted).
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the Department is received.
- Compensation to federal employees.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with the military arsenal.
- Purchasing of vehicles, vessels, or aircraft.
- Construction costs and/or renovation, including remodeling.
- Service contracts and training beyond the expiration of this Agreement.
- Informant fees, rewards, or buy money.
- Expert witness fees.
- Canines and horses, including any food and/or supplies relating to the upkeep of law enforcement animals.
- Livescan devices for applicant prints including any related supplies.
- Weapons, including tasers.
- Food, refreshments, and snacks.

Note: No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (e.g., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be attained. Such an exception would require prior approval from the Department and the DOJ. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

XVIII. Conditions on Expenses:

Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. All contracts and subcontracts require prior approval by the Department. If detailed information is not included as part of the application process, the Contractor must submit a request seeking approval once the subcontractors are identified.

Individual consultant fees are limited to $650 (excluding travel, lodging, and meal costs) per day, which includes legal, medical, psychological and accountant consultants. If the rate will exceed $650 for an eight-hour day, prior written approval is required from the Department. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

XIX. Conflict of Interest:

The Contractor and Department are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq*.

XX. State of Michigan Agreement:

This is a state of Michigan agreement and is governed by the laws of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the state of Michigan.

XXI. Compliance with Applicable Laws:

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

XXII. Special Certification:

The individual electronically accepting this Agreement certifies by his/her acceptance that he/she is authorized to sign this Agreement on behalf of the Contractor.

XXIII. Contractor Signature:

The Authorized Official's typed name below, in lieu of signature, represents the Contractor's legal acceptance of the terms of this Agreement, including Certifications and Assurances agreed to prior to application submission.

Name of Authorized Official	Title of Authorized Official
Robert Backus	Captain

GRANT SUMMARY

JAG-72460-Lansing Police Department-2022

The Capital Area Response Effort (CARE) and the Lansing Police Department (LPD) propose enhancing services offered by the CARE Program, who provide advocacy to victims of intimate partner violence in six different jurisdictions in Ingham County, Michigan. The overall goal of this project is to promote victim safety and expand the partnership between CARE and its' law enforcement partners.

STATEMENT OF WORK

JAG-72460-Lansing Police Department-2022

The Capital Area Response Effort (CARE Program) and the Lansing Police Department (LPD) propose enhancing the existing law enforcement-based advocacy program (CARE) by offering additional resources to victims that must flee from their homes due to the violence, such as emergency hotel stays, gas/gift cards, security deposit assistance to relocate, and cell phones with pre-paid minutes. Additional resources will also be offered to victims who are unable to flee from their homes due to a variety of reasons. Such resources include home-based security systems, lock changes, and process servers to serve personal protection orders to offenders. If this proposal is granted, CARE will hire one additional staff person to administer the new hotel program and provide advocacy to victims.

The CARE Program is a 3-person civilian unit of victim advocates and 20-25 volunteers that function as a post-arrest response team for victims of intimate partner violence. The CARE Program currently provides services including but not limited to:

- Immediate on-scene advocacy to victims identified by law enforcement partners after an arrest has been made
- Court Accompaniment/Support
- Court Hearing Notification
- Assistance with Victim Impact Statements
- Safety Planning
- Community Referrals for counseling, legal services and shelter
- Transportation
- Information On Crime Victims' Rights
- Information About the Criminal Justice Process
- Assistance with a Personal Protection Order (PPO)
- Assistance with Filing for Crime Victims Compensation
- Assistance with housing
- Food pantry
- Clothing closet
- Personal hygiene items and cleaning supplies
- Computer lab for use at CARE office
- Case management

If this proposal is granted, CARE will also offer these services:

- Emergency hotel stays
- Grocery store gift cards (Meijer, Kroger) for food, clothing, diapers, etc.
- Gas cards
- Home security systems/Door and window repair
- Lock changes
- Process serving for personal protection orders
- Cell phones/pre-paid minutes
- Assistance with a security deposit

CARE responds to calls from police dispatch following the arrest of a suspect between 8:00 AM-1:00 AM. Any calls received after 1:00 AM are responded to the next morning at 8:00 AM. CARE is dispatched out to calls by the Lansing, East Lansing, Lansing Township, Meridian Township, Michigan State University police departments, the Ingham County Sherriff's Office and Sparrow Hospital. At this initial intervention, advocates access the victim's concerns and create a plan, which includes an explanation of the resources offered by the CARE Program. The advocate and the victim collaborate to decide how best to move forward.

If this proposal is granted, victims will have more ways to plan for their safety. For instance, if it is decided through thorough safety planning with an advocate that the victim would like to stay in the home, the advocate will offer an immediate lock change and/or security system. Furthermore, the advocate will offer assistance filling out and filing for a personal protection order, and if the victim needs assistance serving the order, the CARE Program will provide a process server. If the victim's phone was broken by the offender during the assault or the victim is without a cell phone, the CARE Program will provide them with a cell phone and pre-paid minutes should they need to call law

enforcement in an emergency. With a phone to access to the internet, the victim can apply for state assistance, employment, and housing.

If it is decided through thorough safety planning with an advocate that the victim and children would be safest outside of the home, the CARE Program will offer transportation to a safe location and work with them in the days and weeks following to create a long-term plan and assist with relocation. If this proposal is granted, the CARE Program will be able to transport the victim and children to a hotel for up to 30 days. A Victim Advocate/Caseworker will be hired to coordinate the hotel program and provide advocacy and case management to victims. The Victim Advocate/Caseworker will work with victims staying in the hotel program. The CARE Program will be working with two local hotels: Causeway Bay Hotel and the Quality Inn University. Each hotel is situated within walking distance of a grocery store and a bus stop. Each hotel has security cameras and parking lots that are not visible from the street. The Victim Advocate/Caseworker will provide each victim that stays in the hotel program with referrals to community resources and, if needed, a cell phone, a grocery store gift card, and a gas card. CARE will assist the survivor seek long term housing by applying for rental assistance programs/housing programs and will provide financial assistance with a security deposit.

After the initial crisis intervention, the CARE Program is in a unique position to provide a variety of follow-up services to survivors of domestic violence. The CARE staff/volunteers develop a trusting relationship between the survivor and CARE during their initial visit. As a result, CARE is better able to assist victims of crime to stabilize their lives after victimization, restore a measure of safety and security, as well as, assist victims to understand and participate in the criminal justice system.

The Lansing Police Department (LPD) will be made aware of the additional resources available at the CARE Program, and may call CARE when a suspect has NOT been arrested, but believes the victim may be in need of resources to increase their safety while law enforcement searches for the suspect. LPD will follow the protocol already in place to reach the on-call advocate and collaborate with them to serve the victim.

Project Timeline

JAG-72460-Lansing Police Department-2022

First Quarter:

In the first quarter, the CARE Director will secure written contracts with hotels in the area for the hotel program: Causeway Bay Hotel and Quality Inn University. Both have provided verbal commitments to a partnership. CARE Director would consider other options if needed. Contracts will include a list of rules for guests staying in shelter, a special rate offered by the hotel, and policies and procedures. CARE will hire the new staff person who will work with the director on policies and procedures of the hotel program. Victim Advocate/Hotel Program Coordinator will create surveys and data collection tools to collect feedback from program participants and track the success of the program.

Victim Advocate/Hotel Program Coordinator - $11,936
Hotel stays - $$13,064

Second Quarter:

Victim Advocate/Hotel Program Coordinator and CARE Director will meet to assess survey feedback, review program policies and procedures, and discuss the budget and expenditures.
Victim Advocate/Hotel Program Coordinator - $11,936
Hotel stays - $$13,064
CARE will place victims in the hotel program for 2-4 weeks. 21 days @ $70 per day = $1,470 per participant. 9-10 victims will participate. Causeway Bay Hotel and Quality Inn University will offer a discounted rate of $66.50-$77.50 per night.
Security systems/door/window replacements - 1,000
Lock changes - $750
Gas cards and gift cards - $2,000

Third Quarter:

Victim Advocate/Hotel Program Coordinator and the CARE Director will meet to review the budget and measure the success of the program up to this point. CARE Director and Victim Advocate/Hotel Program Coordinator will meet to review repeat calls for service for victims who participated in the hotel program.
Victim Advocate/Hotel Program Coordinator - $11,936(3 months salary plus benefits)
Hotel stays - $13,064
CARE will place victims in the hotel program for 2-4 weeks.
Security systems/door/window replacements - 1,000
Lock changes - $750
Gas cards and gift cards - $2,000 (Kroger by Quality Inn University and Meijer by Causeway Bay Hotel for hotel program

Fourth Quarter:

In the fourth quarter, the Victim Advocate/Hotel Program Coordinator and the CARE Director will meet to review the budget and measure the success of the program up to this point. CARE Director and Victim Advocate/Hotel Program Coordinator will meet to review repeat calls for service for victims who participated in the hotel program.

Victim Advocate/Hotel Program Coordinator - $11,936
Hotel stays - $13,064
CARE will place victims in the hotel program for 2-4 weeks.
Security systems/door/window replacements - 1,000
Lock changes - $750 ($100-$135 through A & L Locksmith, who already has a relationship with CARE = 6-7 lock changes)

MICHIGAN STATE POLICE
GRANTS MANAGEMENT DIVISION
PROGRAM BUDGET SUMMARY
MSP PROJECT # JAG-72460-Lansing Police Department-2022

View at 100% or Larger
Use WHOLE DOLLARS Only

PROGRAM Lansing Police CARE Program			**DATE PREPARED** 10/19/2021	**Page** 1 **Of** 1
CONTRACTOR NAME City of Lansing			**BUDGET PERIOD** **From:** 10/01/2021 **To:** 09/30/2022	
MAILING ADDRESS (Number and Street) 124 W. Michigan Ave.			**BUDGET AGREEMENT** [ ] **ORIGINAL** [ ] **AMENDMENT**	**AMENDMENT #**
CITY Lansing	**STATE** Michigan	**ZIP CODE** 48933	**FEDERAL ID NUMBER** 38-6004628	

EXPENDITURE CATEGORY				**TOTAL BUDGET**
1. SALARIES & WAGES	$42,640.00	$0.00		$42,640.00
2. FRINGE BENEFITS	$5,096.00	$0.00		$5,096.00
3. TRAVEL	$0.00	$0.00		$0.00
4. SUPPLIES & MATERIALS	$17,000.00	$0.00		$17,000.00
5. CONTRACTUAL (Subcontracts/Subrecipients)	$58,256.00	$0.00		$58,256.00
6. EQUIPMENT	$0.00	$0.00		$0.00
7. OTHER EXPENSES	$5,000.00	$0.00		$5,000.00
8. TOTAL DIRECT EXPENDITURES (Sum of Lines 1-7)	$127,992.00	$0.00		$127,992.00
9. TOTAL EXPENDITURES	$127,992.00	$0.00		$127,992.00

SOURCE OF FUNDS

10. STATE AGREEMENT	$127,992.00			$127,992.00
11. LOCAL		$0.00		$0.00
14. TOTAL FUNDING	$127,992.00	$0.00		$127,992.00

MICHIGAN STATE POLICE
GRANTS MANAGEMENT DIVISION
PROGRAM BUDGET - COST DETAIL SCHEDULE
MSP PROJECT # JAG-72460-Lansing Police Department-2022

PROGRAM	BUDGET PERIOD From:	BUDGET PERIOD To:	DATE PREPARED
Lansing Police CARE Program	10/01/2021	09/30/2022	10/19/2021
CONTRACTOR NAME City of Lansing	BUDGET AGREEMENT **ORIGINAL**	**AMENDMENT**	**AMENDMENT #** N/A

1. SALARY & WAGES POSITION DESCRIPTION	COMMENTS	POSITIONS REQUIRED	TOTAL SALARY
Victim Advocate/Hotel Program Coordinator	$20.50 an hour		42640.0000
	1. TOTAL SALARY & WAGES:		42640.0000

2. FRINGE BENEFITS (Specify)						
	FICA	LIFE INS.	DENTAL INS.	COMPOSITE RATE	N/A	
X	UNEMPLOY INS.	VISION INS.	WORK COMP.	AMOUNT	%	
	RETIREMENT	HEARING INS.				
	HOSPITAL INS. X	OTHER (specify)	Health Insurance Stipend			
				2. TOTAL FRINGE BENEFITS:		5096.0000

3. TRAVEL	
3. TOTAL TRAVEL:	

4. SUPPLIES & MATERIALS	
Home Security Systems/Door Repair	
Gas and gift cards	
Cell phones and pre-paid minutes	
4. TOTAL SUPPLIES & MATERIALS:	17000.0000

Attachment 3 - B

5. CONTRACTUAL (Specify Subcontracts/Subrecipients)			
Name	Address	Amount	
Causeway Bay Hotel	6820 S Cedar St Lansing Michigan 48911	26128.0000	
Judicial Services Group (JSG)	401 S Jackson St, Jackson, MI 49201 Jackson Michigan 49201	3000.0000	
Quality Inn University	3121 E Grand River Rd Lansing Michigan 48912	26128.0000	
A & L Locksmith	415 W Mt Hope Ave Lansing Michigan 48910	3000.0000	
		5. TOTAL CONTRACTUAL:	58256.0000
6. EQUIPMENT (Specify items)			
		6. TOTAL EQUIPMENT:	
7. OTHER EXPENSES			
Security Deposits			
		7. TOTAL OTHER:	5000.0000
8. TOTAL DIRECT EXPENDITURES (Sum of Totals 1-7)		**8. TOTAL DIRECT EXPENDITURES:**	127992.0000
9. TOTAL EXPENDITURES (Sum of lines 8-9) **Use Additional Sheets as Needed**			127992.0000

PERFORMANCE/PROGRESS/PMT REPORT REQUIREMENTS

A. The Contractor shall submit the following reports on the following dates:

Performance Management Tool (PMT) reporting will take place no later than 20 days after the end of each quarter through the federal PMT system located at: http://www.bjaperformancetools.org

Additional quarterly progress reports are also required by all Byrne JAG grantees. In addition to the PMT report, grantees must complete the individualized quarterly progress report supplied by the MSP Byrne JAG Section. These reports are available on www.michigan.gov/cjgrants. This report is also due by the 20th of the month following each quarter and must be attached to MAGIC+.

Quarterly due dates are outlined below:

1st Quarter: October 1, 2021 through December 31, 2021	Due Date: January 20, 2022
2nd Quarter: January 1, 2022 through March 31, 2022	Due Date: April 20, 2022
3rd Quarter: April 1, 2022 through June 30, 2022	Due Date: July 20, 2022
4th Quarter: July 1, 2022 through September 30, 2022	Due Date: October 20, 2022

Personnel Time Certifications for grantees paying for personnel with grant funds are due 20 days following every six months.

Personnel Time Certifications are due:
1st six months due on July 20, 2022
2nd six months due on October 20, 2022

Financial Status Reports (FSR) must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. Requests for reimbursement must be submitted for the month in which payment by your agency was made. Dates are outlined below:

10/01/21 - 10/31/21	Due 11/30/21
11/01/21 - 11/30/21	Due 12/30/21
12/01/21 - 12/31/21	Due 01/30/22
01/01/22 - 01/31/22	Due 02/28/22
02/01/22 - 02/28/22	Due 03/30/22
03/01/22 - 03/31/22	Due 04/30/22
04/01/22 - 04/30/22	Due 05/30/22
05/01/22 - 05/31/22	Due 06/30/22
06/01/22 - 06/30/22	Due 07/30/22
07/01/22 - 07/31/22	Due 08/30/22
08/01/22 - 08/31/22	Due 09/30/22
09/01/22 - 09/30/22	Due 10/30/22

An Obligation Report is due no later than August 31. If a Final FSR has been submitted prior to this date, an Obligation Report is not required. The Obligation Report should only include expenditures your agency has obligated for the month of September. Expenses on this report must be obligated in September, but may be paid in September or October. The Final FSR will include expenses your agency has actually paid and does not need to equal your obligation report amount, but may not be over.

B. Any such other information as specified in the Statement of Work, Attachment 2, shall be developed and submitted by the Contractor as required by the Contract Manager.

C. The Contract Manager shall evaluate the reports submitted as described in Attachment 4, Items A and B for their completeness and adequacy.

D. The Contractor shall permit the Department or its designee to visit and to make an evaluation of the project as determined by Contract Manager.

Attachment 5

MICHIGAN STATE POLICE
GRANTS MANAGEMENT DIVISION
FINANCIAL STATUS REPORT
MSP PROJECT # JAG-72460-Lansing Police Department-2022

Mail Code	Contract Number	Program Code
Contractor Name	Project - Title	
Street Address	Report Period **Thru**	Date Prepared
City, State, ZIP Code	Agreement Period **Thru**	FE ID Number

Reasons for Corrections:

Category	Expenditures				Agreement	
	Current Period	Corrections	Previous YTD	Agreement YTD	Budget	Balance
1. Salaries and Wages						
2. Fringe Benefits						
3. Travel						
4. Supplies & Materials						
5. Contracual (Sub-Contracts)						
6. Equipment						
7. Other Expenses						
8. **TOTAL DIRECT**						
9. Indirect Costs: Rate %						
10. **TOTAL EXPENDITURES**						
SOURCES OF FUNDS:						
11. State Agreement						
12. Local						
16. **TOTAL FUNDING**						

CERTIFICATION: I certify that I am authorized to sign on behalf of the grantee agency and that this is an accurate statement of expenditures and collections for the report period. Appropriate documentation is available and will be maintained for the required period to support costs and receipts reported.

Project Director	Financial Director
Telephone Number	Telephone Number

FOR STATE USE ONLY

	AY	INDEX	PCA	OBJ CODE	AMOUNT
1st Source					
2nd Source					

BYRNE JUSTICE ASSISTANCE (BYRNE JAG) GRANT
RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) GRANT
EMPLOYEE TIME CERTIFICATION

AUTHORITY: 1935 PA 59, as amended; **COMPLIANCE:** Voluntary; however, grant funds will be withheld if not submitted to the Michigan State Police (MSP) by the due dates specified below.

Grantee	**MSP Grant Number**

REPORTING PERIOD:

☐ **1st Period (10/1-3/31)** ☐ **2nd Period (4/1-9/30)**

Record below the period of time the employee worked on each grant program project during the reporting period. For the dates specified, record what percentage of the employee's time was spent working on the grant program project. The percentage of time reported must be supported by time sheets and reflect only actual time worked.

GRANT PROGRAM	**DATES**		**PERCENTAGE OF TIME SPENT DURING SPECIFIED DATES**
	FROM:	**TO:**	
Byrne JAG			%
RSAT			%

CERTIFICATIONS:

Employee places his/her signature below as certification that the information provided above is accurate. Supervisor, having first-hand knowledge of the work performed by the employee, places his/her signature below, as certification that the information provided above is accurate.

Employee Name	Employee Signature	Date
Supervisor Name	Supervisor Signature	Date

SUBMISSION OF EMPLOYEE TIME CERTIFICATION:

This form must be submitted through your MAGIC+ account with the Grants and Community Services Division. Due dates are April 20 and October 20 of your Grant Agreement year. If you have any questions, please do not hesitate to contact your grant advisor directly.

UD-040 (10/02)
MEMORANDUM

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE

DATE: August 13, 2013

TO: Department Members

FROM: Nancy Becker Bennett, Director, Grants and Community Services Division (GCSD)

SUBJECT: Discrimination Complaint Procedures for Federal Grant-Funded Projects

I. Purpose

As a condition for receiving funding from the U.S. Department of Justice (DOJ), all recipients and subrecipients of such funding must comply with applicable federal civil rights laws. This document will establish written procedures for MSP employees and DOJ-funded grant subrecipients to follow if a complaint alleging discrimination is received from clients, customers, program participants, or consumers of a MSP subrecipient implementing funding from the DOJ.

II. Policy

Recipients and subrecipients of DOJ funding may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability. They also may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. The MSP will notify subrecipients of their required compliance with the following statues and regulations through the interagency agreement:

■ The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-07), Ex. Order 13279 (equal organizations); and 28 C.F.R. Part 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations).

■ 28 CFR 42.301 et seq, which requires recipients determine if it is required to formulate an Equal Employment Opportunity Plan (EEOP). If the recipient is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Office of Personnel Management (OPM) indicating that it is not required to develop an EEOP. If the recipient is required to develop an EEOP, but is not required to submit the EEOP to the OCR, it will submit a

certification form to the OCR and the MSP certifying that it has an EEOP on file which meets the applicable requirements. If the recipient is awarded a grant of $500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and OPM. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form should also be submitted to the OPM).

■ Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968m, which require subrecipients to provide meaningful access to programs and activities to Limited English Proficient (LEP) persons.

■ The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 et. Seq, which prohibits discriminatory practices, policies, and customs in the exercise of those rights based upon religion, race, color, national origin, age, sex, height, weight, familial status, or marital status in Michigan.

■ The Michigan Persons With Disabilities Civil Rights Act, Act 220 of 1976, which defines the civil rights of persons with disabilities; to prohibit discriminatory practices, policies, and customs in the exercise of those rights; to prescribe penalties and to provide remedies; and to provide for the promulgation of rules.

These laws also prohibit agencies from retaliating against an individual for taking action or participating in action to secure rights protected by these laws.

In the event that a Federal or State court, or Federal or State Administrative Agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Contractor, subcontractor or vendor, they will forward a copy of the finding will be forwarded to the Office for Civil Rights, Office of Justice Programs and the Department.

The MSP will notify its own employees of their required compliance with the preceding civil rights statutes and regulations through an Official Order.

III. Definitions

Contract means any Government contract or subcontract or any federally assisted construction contract or subcontract.

Complainant is a party that makes a complaint or files a formal charge.

Discrimination means treating an individual or a group of individuals adversely because of protected class status; or using a test, standard, or employment practice that has the effect if illegally excluding or screening in or out of a protected class.

MSP Employee is an individual providing services for and paid by the State of Michigan/Michigan State Police, including independent contractors, union and non-union employees, managers and supervisors, enlisted members and civilians.

Recipient is the entity which receives a monetary award from the DOJ.

Subcontract means any agreement or arrangement between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):
1. For the purchase, sale or use of personal property or nonpersonal services which in whole or in part, is necessary to the performance of any one or more contracts; or
2. Under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.

Subcontractor is any person holding a subcontract, and, for the purposes of this definition, any person who has held a subcontract subject to the order. The term "first-tier subcontractor" refers to a subcontractor holding a subcontract with a prime contractor.

Subrecipient is the entity that receives a monetary award from the DOJ recipient.

Subrecipient Employee is an individual or subcontractor being paid using DOJ grant funds.

IV. Complaint Procedures

The following are MSP's procedures for accepting and responding to discrimination complaints from subrecipient employees, clients, customers, program participants, or consumers of a MSP subrecipient implementing funding from the DOJ:

1. All discrimination complaints associated with DOJ grants shall be submitted to the Grants and Community Services Division (GCSD) by mail, telephone or e-mail to:

Michigan State Police
Grants and Community Services Division
333 S. Grand Ave.
Lansing, MI 48909
(517) 373-2960
MSP-CJGrants@michigan.gov

2. The GCSD Director will send the complainant a letter within 10 days from the date it was received to acknowledge receipt of the complaint, notify the complainant that it has been submitted to the Michigan Department of Civil Rights, and inform the complainant that he or she may also file a complaint directly with the federal Office for Civil Rights (OCR) at:

Office of Justice Programs
Office for Civil Rights
810 7th Street NW
Washington, DC 20531
(202) 307-0690
Fax: (202) 616-9865
TTY: (202) 307-2027

3. Within 10 days of the receipt of the complaint, the GCSD Director will send an email to the DOJ subrecipient to notify the agency that a complaint against has been filed against it.

4. The GCSD Director will forward the complaint to the Inspector of the MSP Office of Human Resources (OHR) immediately upon receipt of the complaint. The OHR Inspector or his or her designee will serve as the coordinator for all complaints regarding civil rights violations and will immediately forward the complaint to the Michigan Department of Civil Rights by emailing MDCRServiceCenter@michigan.gov. If MDCR informs the MSP that it does not have jurisdiction to investigate the complaint, the OHR Inspector will forward the complaint to the OCR for investigation.

The preceding complaint procedures are an attachment to the subrecipient contracts for all DOJ grants awarded by the MSP. Subrecipients must notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed

types of individuals. Subrecipients must forward all discrimination complaints to the MSP as described in the complaint procedures. Subcontractors, clients, customers, program participants or consumers may also report complaints to the Office of Justice Programs/Office for Civil Rights or the Michigan Department of Civil Rights directly, but the MSP must be notified of the complaint by the subrecipient as soon as the complaint is known.

The MSP will ensure that all subrecipients are in compliance with the identified statutes and regulations by reviewing subrecipient procedures during site visits and other subrecipient monitoring activities.

5. The MSP, in cooperation with MDCR and OCR, will review and complete complaint investigations within 120-days. Complainants will receive written notification of the completion of the investigation and any associated findings within 10-days of the completion of the investigation. If the complexity of the investigation precludes this 120 day timeline from being met, the MSP shall notify the complainant in writing when it becomes aware that the investigation will not meet the 120 day timeline. This correspondence shall include a new timeline with an estimated completion date.

V. Training

All DOJ-funded MSP employees and subrecipients will receive periodic training at least once every contract year regarding their responsibility to comply with applicable federal civil rights in their capacity as a recipient of federal funds. Additionally, training will include review of these complaint procedures, including the employee's responsibility to refer discrimination complaints from clients, customers, program participants, or consumers to the appropriate MSP contact. The GCSD will provide DOJ-grant subrecipients and DOJ-funded MSP employees with access to OCR training modules, found on OCR's website, http://www.ojp.usdoj.gov/about/ocr/assistance.htm. Subrecipients will be required to certify they have completed this training during the first quarter of each grant cycle as part of their grant award agreement with the MSP.

These procedures and training requirements will also be disseminated to MSP employees via departmental memorandum and posted on the MSP intranet website. New employees will receive a copy of the procedures and access to the DHS training program during initial job training from any supervisor managing DOJ-funded employees.

VI. Monitoring

The GCSD has implemented a two-part process to ensure and monitor sub-recipients compliance with civil rights laws. Applicants must annually complete and submit to the GCSD the Civil Rights Compliance Questionnaire. Additionally, MSP grant advisors will complete the Civil Rights Compliance Questionnaire with applicants during on-site monitoring visits.

VII. Policy Dissemination

This policy shall be distributed to all MSP employees via a department-wide memorandum contingent upon final OCR approval. Additionally, the policy will be distributed via MSP's grant award agreement with DOJ-funded subrecipients as part of the standard grant award package.

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-.308, does the subrecipient have an EEOP on file for review?

   ☐ Yes ☐ No

   If yes, on what date did the subrecipient prepare the EEOP?

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. §§ 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from theEEOP requirements?

   ☐ Yes- submitted an EEOP Short Form

   ☐ Yes- submitted a certification

   ☐ No

   If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

   Comments:

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex, and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

   Comments:

5. Does the subrecipient have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the [State Administering Agency] or the OCR?

   ☐ Yes ☐ No

   If yes, an explanation of these policies and procedures:

6. If the subrecipient has 50 or more employees and receives DOJ funding of $25,000 or more, has the subrecipient taken the following actions:

   - Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services.

     ☐ Yes ☐ No

   - Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G.

     ☐ Yes ☐ No

   - Notified participants, beneficiaries, employees, applicants, and others that the subrecipient does not discriminate on the basis of disability.

     ☐ Yes ☐ No

     Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

   Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of

   - 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

     ☐ Yes ☐ No

   - Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54.

     ☐ Yes ☐ No

   - Notified applicants for admission and employment, employees, students, parents, and others that the subrecipient does not discriminate on the basis of sex in its educational programs or activities.

     ☐ Yes ☐ No

     Comments:

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the subrecipient issued by a federal or state comi or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

   ☐ Yes ☐ No

   Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

   Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP persons:

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

    ☐ Yes ☐ No

    Comments:

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

    a. Provide services to everyone regardless of religion or religious belief.

       ☐ Yes ☐ No

    b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instruction, or proselytization, and that such activities are kept separate in time or place from federally-funded activities.

       ☐ Yes ☐ No

    c. Ensure that participation in religious activities is voluntary for beneficiaries of federally-funded programs.

       ☐ Yes ☐ No

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

October 15, 2021

Ms. Rosalind Arch
Lansing Police Department
120 West Michigan
Lansing, Michigan 48933

RE: MSP # JAG-72460-Lansing Police Department-2022
Lansing Police CARE Program

Dear Ms. Arch:

I am pleased to inform you that the Lansing Police Department's Byrne Justice Assistance Grant (JAG) application to the Michigan State Police (MSP), Grants and Community Services Division, has been selected to receive funding. **The federal award, pending modifications to your application, for your fiscal year 2022 project is $127,992.**

This award requires you to complete any requested modifications found in the "Comments to Applicant" section in your grant application in MAGIC+ no later than October 15, 2021. Once this is completed, you will receive an email from our office advising you of the procedure for accepting a contract with the MSP.

Once the modifications are accepted, the contract must be accepted in MAGIC+ by no later than 5 p.m. EST on October 28, 2021. If your award is not accepted by that date, your grant will be denied unless you have notified us of extenuating circumstances.

It is a legal requirement of this grant that your agency and any subcontractors agree to give recognition to the MSP and the U.S. Department of Justice in any and all publications, papers, press releases, and presentations arising from the funded project. The required disclaimer is included in Section VIII of your Grant Agreement in the MAGIC+ system. This language reads:

> "This project was supported by Byrne JAG # 2019-MU-BX-0061 and # 15PBJA-21-GG-00248-MUMU awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the MSP or DOJ."

If you have any questions or concerns about the new requirements, please contact your grant advisor, Ms. Megan Gilliam, at gilliamm1@michigan.gov. We look forward to working with you.

Sincerely,

Nancy Becker Bennett

Nancy Becker Bennett, Division Director
Grants and Community Services Division

October 15, 2021

KC Xpress of Lansing Inc
c/o Lily Bianchini
(lily@liquorlicense.com)

RID # 2109-13703 Reference/Transaction: CONDITIONAL LICENSE, Transfer Ownership escrowed 2021 Class C & SDM license with Dance-Entertainment Permit, Extended Hours (Dance-Entertainment) & Specific Purpose Permit (food) from API East of Eden, Inc.; transfer location from 203-205 S Washington Square; cancel existing Outdoor Service Area; New Sunday Sales Permit (AM & PM) and Sunday Sales Permit (PM) for SDM-Mixed Spirit Drink.

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: KC Xpress of Lansing Inc

Business address and phone number: 3218 S Martin Luther King Jr Blvd, Lansing 48910

Home address and phone number of partner(s)/subordinates:
1. **Qingrong Wang: 5907 Troyes Rd, East Lansing 48823 C: (517) 220-2169**

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office: **Lansing District Office (866) 813-0011**

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

cc: City of Lansing clerk (city.clerk@lansingmi.gov)

Monday, October 11, 2021

G. Sal Gani – Attorney
c/o SUFI G INC
sal@ganilaw.com

RID # RQ- 2109-15818 **Reference/Transaction:** TRANSFER OWNERSHIP 2021 SDM LICENSED BUSINESS WITH SUNDAY SALES PERMIT (AM) & SUNDAY SALES PERMIT (PM) FOR SDM LICENSE – MIXED SPIRIT DRINK FROM ZAROON LLC AT 916 E CESAR E CHAVEZ AVE, LANSING, MI 48906-5344 LANSING CITY IN INGHAM COUNTY.

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: SUFI G INC

Business address and phone number: 916 E CESAR E CHAVEZ AVE, LANSING, MI 48906-5344 LANSING CITY IN INGHAM COUNTY.

Home address and phone number of partner(s)/subordinates:
Sufyan Khan – 336 Richard Ave, Lansing MI, 48917 – Cell Phone (517) 703-6003.

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Lansing District Office (517) 284-6330

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

cc: LANSING CITY city.clerk@lansingmi.gov

CITY OF LANSING AFFIDAVIT OF DISCLOSURE

TO: CITY CLERK DATE: 9/28/2021

I Tori Brooks (Badge Ø53) make the following disclosure under oath:
(Name)

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 Police officer in the 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 and 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

6/10

4 ***PLEASE DESCRIBE IN DETAIL YOUR REASON(S) FOR SUBMITTING THIS DISCLOSURE AND EXPLAIN WHY YOU THINK A CONFLICT MAY/MAY NOT EXIST.***

There is no conflict. I am coaching High School Basketball in the City of Holt.

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 29th day of September, 2021.

State of Michigan, County of Ingham

Subscribed and sworn to before me this 29th gned day of Sept., 2021

K. Hunnicutt

Notary Public/or Deputy Clerk

_____ County, Michigan

My Commission Expires: _____

K HUNNICUTT
NOTARY PUBLIC - MICHIGAN
SHIAWASSEE COUNTY
ACTING IN THE COUNTY OF Ingham
MY COMMISSION EXPIRES JUNE 8, 2023

7/10

ATTACHMENT TO AFFIDAVIT OF DISCLOSURE

Please provide additional information about your outside business or employment. Of special interest to the Board is how the activities of the business or employment may directly or indirectly affect the City. This disclosure is about information and is not an indication of any anticipated conflict of interest or suspected wrongdoing. Therefore, please describe for the Board what it is you actually do and be detailed and specific. You are not required to limit your disclosure only to the following questions. For each business, include in your answer such things as:

- What is the form of your business entity and what percentage do you own? Ø ; %
- Are you self-employed? No
- Who is your employer, if applicable? Holt Public Schools
- What are the things you actually do in the business? Coaching Varsity Girls Basketball
- Who are your clients and who receives your goods or services? N/A (Coaching)
- How and where are your services performed? Coaching for Holt High School Girls
- How often do you do outside work? Never

8/10

Does your business or employer contract with the City? No

- In performing your business or outside employment, do you use any City facilities or equipment?

  No If so, describe:

- Is any of your business or employment conducted in the City?____If so, describe:

  No

- Does your business advertisement or circulars, if any, contain any reference to the City or your City employment? No

- 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? If so, please describe:

  None

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.

LANSING CITY CHARTER

(excerpt)

5-505 CONFLICT OF INTEREST

.1 At least ten (10) days prior to the first of any of the events set forth in (A), (B), (C), (D), and (E) below, a City officer or employee who may derive any income or benefit, directly or indirectly, from a contract with the City or from any City action, shall file an affidavit with the City Clerk detailing such income and benefit to be derived:

(A) The bidding of the contract;
(B) The negotiation of the contract;
(C) The solicitation of the contract;
(D) The entry into the contract;
(E) Any City action by which the City officer or employee may derive any income or benefit, directly or indirectly.

The above provisions shall not apply to individual or collective bargaining agreements pursuant to which a City officer or employee directly or indirectly receives income or benefits in the form of official remuneration as an officer or employee, or any City action pursuant to which a City officer or employee directly or indirectly receives income or benefit as a member of the public at large or any class thereof. At the first regularly scheduled City Council meeting following the filing of an affidavit pursuant to this section, the City Clerk shall notify the City Council of such filing. In particular cases and for good cause shown, the Board may waive the ten (10) day prior notice requirement contained herein.

.2 An officer or employee who has any other conflict between a personal interest and the public interest as defined by State law, this Charter, or ordinance shall fully disclose to the City Attorney the nature of the conflict.

.3 Except as provided by law, no elective officer, appointee or employee of the City may participate in, vote upon or act upon any matter if a conflict exists.

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 VOTER SUPPRESSION

Name (print) LARRY ~~[illegible]~~ E-Mail *(optional)* HUTCHFORCOUNCIL@MAIL.COM

Address (street, city, zip) 1300 N. CHESTNUT ST " "

Company or organization represented, etc. *(if applicable)* GREEN PARTY

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.

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Topic(s) to be addressed 1429 New York Ave

Name (print) Theresa Shultz E-Mail *(optional)* _____

Address (street, city, zip) 1435 New York Ave

Company or organization represented, etc. *(if applicable)* _____

Signature Theresa Shultz

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Topic(s) to be addressed Council Check-in + Performance reviews

Name (print) Kyle Richard E-Mail *(optional)* 517kyle@gmail.com

Address (street, city, zip) 916 West St.

Company or organization represented, etc. *(if applicable)* _____

Signature _____

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