



AGENDA
Committee on General Services
Tuesday, March 10, 2020 @ 3:30 p.m.
City Council Conference Room, City Hall 10th Floor

Councilmember Hussain, Chair
Councilmember Wood, Vice Chair
Councilmember Garza, Member

1. Call to Order

2. Approval of Minutes:

- February 25, 2020

3. Public Comment on Agenda Items

4. Discussion/Action:

- A.) RESOLUTION – Claim Appeal # 1761; M Hotwagner; 1608 Comfort Street; \$440
- B.) RESOLUTION – Discharge/Reconsideration; Claim Appeal #1756; 1320 Vermont
- C.) DISCUSSION – City Contractors for Code Enforcement
 - Updates on Bids

5. Other

- a. Michigan Liquor Control Commission; Transfer License with Sunday Sales, Outdoor Service, Catering Bars and Dance-Entertainment from 7786 E. US 10, Walkhalla to 419 Spring Street, Lansing. Transfer Governmental Unit from Branch Twp., Mason County to Lansing City, Ingham County **(Pending Application)**
- b. Michigan Liquor Control Commission; RID#RZ-1908-14021; Board of Trustees, Michigan State University, request to transfer of ownership of Escrowed 2019 Class C Licensed Business with Sunday Sales Permit (P.M.), Entertainment Permit and Sunday Sales Permit (A.M.) from HOA Restaurant Holder; transfer location from 172 E Edgewood Blvd., new Additional Bar Permit for a total of 2 bars, new outdoor service area; new specific purpose permit (golf), transfer classification from Class C License issued under MCL 436.1531 to Class C License issued under MCL436.1513(4) (non-transferable) at 3535 Forest Road, Suite C88A **(Pending Application)**
- c. Michigan Liquor Control Commission; Transfer of Ownership; 2019 SDD License only with Sunday Sales (PM) permits from 5101 S Pennsylvania Avenue to 2200 West Holmes Rd in conjunction with existing SDM License

6. Adjourn

DRAFT



MINUTES
Committee on General Services
Tuesday, February 25, 2020 @ 3:30 p.m.
City Council Conference Room, City Hall 10th Floor

CALL TO ORDER

The meeting called to order at 3:34 p.m.

ROLL CALL

Council Member Hussain, Chair
Council Member Wood, Vice Chair
Council Member Garza, Member

OTHERS PRESENT

Sherrie Boak, Council Office Manager
Lisa Hagen, Assistant City Attorney/Council Research Assistant
Amanda O'Boyle Assistant City Attorney
Dave Vincent
Scott Sanford, Code Compliance
Sue Lover, Waverly LLC
Jesus Varva
Frank JaJou

Minutes

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE MINUTES FROM FEBRUARY 11, 2020 AS PRESENTED. MOTION CARRIED 3-0.

Public Comment on Agenda Items

No public comment at this time.

Discussion/Action:

RESOLUTION – Claim Appeal #1756; Curtis & Rosemary Renshaw; 1320 Vermont Avenue; \$4,955.00

Mr. Sanford read through the staff report, noting the first violation was for indoor furniture outside. Unbeknownst to Code Compliance the furniture was moved to the back yard, so Code thought the violation was closed when they went for a re-check. It wasn't until they received a complaint about the re-roof job and shingles on the yard and neighboring yards, did they go in the back yard and see the furniture in the back yard. It was noted at that time there was no roof permit pulled, and it was not pulled until 3 months afterwards. Currently they have a complaint

DRAFT

on file in the building department because even though new roof, it is already leaking. The Code Compliance office recommends denial.

Council Member Hussain asked the OCA if Mr. Vincent had legal standing to appeal the claim since he is not listed on the claim. Council Member Wood added to the inquiry that Council in the past has been advised by OCA that when an incident happens the owner at that time is the only one to appeal the claim. The OCA has also advised in the past, if people provide property transfers, they need to go back to the previous owner and do a small claims or title claim for the outstanding claims and fines. Ms. O'Boyle stated that the OCA discussed internally, and they are all on the same page with the decision that in this case the facts are different, because the transfer took place when the claim was filed and now being heard. The new owner was involved with the work was happening, and is knowledgeable of what was going on. Ms. O'Boyle concluded that the OCA position is that so long as Mr. Vincent puts in writing he wants to "step into the shoes" of the previous owners/claimant and address the claims present, but if he wants to address new claims, he will need to file a new claim. Council Member Wood referred to the claim form which stated the previous owners, not Mr. Vincent and asked what direction OCA would advise if the Committee wanted a new claim form from Mr. Vincent if they wanted to grant the claim. Ms. O'Boyle stated the claim follows the property and relates to the property taxes. Mr. Sanford noted the claimant is not the owner of the property, and it was acknowledged that at this meeting Mr. Vincent presented a Transfer Affidavit putting himself as owner and filed with the City Assessors office on 12/30/2019. Ms. O'Boyle asked Mr. Vincent if he was present and willing to "step into the shoes" of the prior claim, and Mr. Vincent confirmed.

Mr. Vincent acknowledged the notices were sent, but he also referenced "Contractor Requirements" for the code compliance contractor who is to arrive after 5 days of request to clean, and the dates of this claim he noted it took them 34 days. Mr. Vincent did agree there was roofing debris on the property and neighboring property, but appealed that he did not have access to a dumpster at the time. Lastly, Mr. Vincent appealed that the contractor overcharged. Council Member Garza asked if the properties had shared driveways and was told no. He then asked Mr. Sanford if this fell under an emergency cleanup and why. Mr. Sanford confirmed it was. Council Member Hussain asked if it was ever checked for the original notice of indoor furniture. Mr. Sanford stated it was a drive by and they were not aware the furniture was moved to the back yard until neighbors called about the shingles on their property, and no permit for that roofing work. Because it effected both neighboring properties it became an "emergency clean up". The yardage of the clean-up is the contractors 25yd dump truck. Council Member Hussain asked Mr. Vincent why he had no dumpster on his job site, and Mr. Vincent explained he had one, but during the project had to switch subcontractors. Council Member Hussain referenced the photos which reflected dead grass in the areas where the shingles were picked up. Mr. Vincent appealed again that the job was finished 3 days before it was picked up. Council Member Hussain asked Mr. Sanford to explain what the City needs to determine an "emergency clean up", and was told by Mr. Sanford it is a health hazard, hazard to property where the work is being performed, and a hazard to neighboring property. He added in this case, there was no permit pulled, so at time didn't even know who contractor was. Mr. Vincent confirmed he thought the owner pulled the permit, and did pull one after the fact. It was confirmed the work was done in the end of September and a permit was pulled in December. Council Member Wood asked Mr. Sanford if the original complaint was filed as "complied" because the furniture was no longer present, and Mr. Sanford agree, stating again that it wasn't until they got a call from the neighbors on the roof project, went on site, did they find the furniture had been moved to the back yard. The Committee discussed the amount of material removed, the area the furniture would have filled in the dumpster and then asked Mr. Sanford if he had any recommendations. Mr. Sanford stated he would concur with whatever decision the

DRAFT

Committee makes. He noted that since there is only one picture of a loaded truck of material, taken as 25 yards he would be willing to accept it from 1,815 yards to 825 cubic yards of construction material after the first 3 yards.

MOTION BY COUNCIL MEMBER GARZA TO GRANT THE CLAIM 1756 IN THE AMOUNT OF \$1,255.00 AND DENY THE BALANCE OF \$3,700.00 FOR 1320 VERMONT AVENUE. MOTION CARRIED 3-0.

Mr. Vincent was informed it would appear on the March 16, 2020 Council agenda for final action.

RESOLUTION – Claim Appeal #1757; Frank JaJou; 1722 Miller; \$716.80

Mr. Sanford noted to the Committee that the LPD contacted the department for a board up due to criminal activities at the property on the night of the work, and LPD confirmed that they had attempted to reach the owner. Council Member Hussain noted it appeared attempts were made to reach the owner and asked OCA if they are required to do that, and Ms. O'Boyle stated no.

Mr. JaJou spoke on issues of the red tags and appealed the amount of the work, and assured the Committee that the tenant that was there during this time is no longer living there.

MOTION BY COUNCIL MEMBER WOOD TO DENY THE CLAIM 1757 FOR 1722 MILLER IN THE AMOUNT OF \$716.80. MOTION CARRIED 3-0.

RESOLUTION – Claim Appeal #1758; Jesus DelaTorre-Vavra; 523 Cherry St; \$4,271.00

Mr. Sanford informed the Committee that the violation was cited on 8/28/19 with a compliance date of 9/4/2019 and was re-inspected on 9/5/2019 and then submitted to the contractor for removal. He added that notices were sent, but during the inspections it was noticed the front steps to the mailbox were damaged so it was possible they were not getting mail there.

Mr. Vavra provided details to the Committee that he is an emergency responder and when he is gone for days and months at a time, he has family members checking the property. In this case, he stated, he had removed damaged ceiling tiles in his basement and bagged them, contacted a dump trailer company to drop off a dumpster and had moved the bags to the back yard for the dumpster. During the time of making the arrangement and the dumpster arrival he was called out for work. He then canceled the dumpster but was not able to move the bags back into the house before he left. Mr. Vavra appealed the contractors invoice noting it seem excessive on hours and yardage. Council Member Hussain referenced the address listed as being in Dowling, Michigan if he lived at 523 Cherry. Mr. Vavra confirmed he does not get mail at Dowling, and therefore when he filed his claim he wanted to make sure he was notified so he put an address he knew he would get mail at. Council Member Garza noted that it appeared the original notice was for tall grass and asked for clarification. Mr. Sanford stated it was cited for tall grass, and when that contractor went out to mow, they noticed the trash bags in the back yard. Mr. Vavra referenced the photos noting there was no dead grass under the area where the trash bags were, so they had not been there.

Council Member Hussain noted to Mr. Vavra that the question before the Committee is if the work was done and if the work was charged for.

MOTION BY COUNCIL MEMBER GARZA TO DENY THE CLAIM 1758 FOR 523 CHERRY STREET IN THE AMOUNT OF \$4,271.00. MOTION CARRIED 3-0.

DRAFT

RESOLUTION – Claim Appeal #1769; Sue Lover; 3410 South Waverly St.; \$2,763.00

Mr. Sanford this property and the adjoining was cited for trash, which included bulk violations in the wooded ditch area belonging to the claimant. The debris at the gas station was removed, but the remaining was removed by the contractor. Code Compliance recommends denial of the claim unless the claimant can provide proof they do not own the area.

Ms. Lover provided the Committee with a survey of the property (in packet) and outlined the survey with the photos of the debris. She noted that the photos represented a building and a dumpster which she does not have a building or dumpster on her property at all because it is a vacant parcel. She also appealed that the violation was written on 11/22/2019, mailed 11/25/2019, then Thanksgiving fell in that week, then a compliance date of 11/29/2019. She did not receive the notice because of the holiday until 12/4/2019. Ms. Lover stated she contacted the office on 12/4/2019 when she got the notice and twice on 12/5/2019 but never heard back from anyone. The officer, Mr. Berry, called her on 12/6/2019, after the compliance date. Ms. Lover appealed the large amount because she was not able to comply due to the mailing dates, and also the items cited were not on her property, per the survey she provided. After review of the photos, the Committee concurred that have the photos representing debris and clean up are not even the claimant's property. Council Member Wood asked the OCA to speak to the notification mailing process followed by Code Compliance. Ms. O'Boyle stated that in terms of the ordinance it is required to be mailed by first class mail, addressed to the owner of record with the Assessor. She continued, that it appeared that did appear, however they possibly should have accounted for the additional days of the holidays. Council Member Hussain calculated out the dates, holidays and calendar and confirmed that even with the holiday it was sent and received within the 7 days. So now the question, he concluded, is if the violations were on her property. Mr. Sanford stated that after reviewing the presented survey and photos, he would be proposing to drop the contractor fees to \$195 and maintain the Administrative Fee at \$265.00.

MOTION BY COUNCIL MEMBER WOOD TO GRANT THE CLAIM 1769 IN THE AMOUNT OF \$2,303 AND DENY THE BALANCE OF \$460 FOR 3410 S WAVERLY. MOTION CARRIED 3-0.

DISCUSSION – City Contractors for Code Enforcement

• Updates on Bids –

Council Staff noted that the bids closed today, 2/25/2020 at 2 pm, on trash and grass. Per the purchasing department, there was one bid for the trash contract and 2 bids for the grass contract. Eric's Refuse was the lone bidder on the trash, and Tomlinson's and Lansing Real Green. Council Staff reached out to Mr. McGrain after the bids came in, since earlier he stated they were expecting more, to see what his plans were. At the time of the meeting Mr. McGrain had not responded. Mr. Sanford stated he had not seen the bids yet, but had hoped to meet with Mr. McGrain Wednesday.

• Amendments to Contracts –“Removal Required, No Resale”

Council Member Wood explained this was her inquiry at the last meeting. Mr. Sanford stated he had no update on if it can be added to the contracts, but did speak to Eric's Refuse about their policies and was told they do not sell, resell, no second hand shops, everything on the truck goes to Granger. Council Member Hussain noted, then there is no oversight.

• Invoice Notation – items Recycled, Items Taken to Dump

Mr. Sanford informed the Committee that Eric's stated to him that they only take things to the scrap yard if Granger refuses them.

DRAFT

Other:

Council Member Hussain spoke briefly on a liquor license that was recently referred moving a license from NIKOS to Bad Habits. Council Member Wood stated if the Committee Chairperson wanted to write a letter on behalf of the Committee he do, and would have 14 days to respond from the date of the letter. Council Staff noted the letter was dated 2/21/2020 so should go out 3/2/2020.

MOTION BY COUNCIL MEMBER WOOD TO GRANT THE COMMITTEE CHAIRPERSON AUTHORITY TO WRITE A LETTER ON THEIR BEHALF TO THE STATE ON THE LIQUOR LICENSE TRANSFER REQUEST FROM NIKO'S TO BAD HABITS. MOTION CARRIED 3-0.

- a. Michigan Liquor Control Commission; Transfer License with Sunday Sales, Outdoor Service, Catering Bars and Dance-Entertainment from 7786 E. US 10, Walhalla to 419 Spring Street, Lansing. Transfer Governmental Unit from Branch Twp., Mason County to Lansing City, Ingham County **(Pending Application)**

- b. Michigan Liquor Control Commission; RID#RZ-1908-14021; Board of Trustees, Michigan State University, request to transfer of ownership of Escrowed 2019 Class C Licensed Business with Sunday Sales Permit (P.M.), Entertainment Permit and Sunday Sales Permit (A.M.) from HOA Restaurant Holder; transfer location from 172 E Edgewood Blvd., new Additional Bar Permit for a total of 2 bars, new outdoor service area; new specific purpose permit (golf), transfer classification from Class C License issued under MCL 436.1531 to Class C License issued under MCL436.1513(4) (non-transferable) at 3535 Forest Road, Suite C88A **(Pending Application)**

Adjourned

Adjourned at 4:30 p.m.

Submitted by Sherrie Boak,

Office Manager, Lansing City Council

Approved by the Committee on _____

Claim #1761

1608 Comfort

\$440.00

Incident Date (per claim application) – Unknown

Incident Date (per Code Report) – 10/28/2019

Taxes- Not on 2019 Winter Bill

Filed Claim 12/11/2019

Claims Review Committee Hearing – 1/23/2020

Claims Review Committee Letter – 1/29/2020

Referred to City Council – 2/10/2020

Referred to Committee on General Services – 2/24/2020



City of Lansing

OFFICE OF THE CITY ATTORNEY

1761

Claims Review Committee Form

(Commonly including: Grass, Trash, Weeds and Board-Up Violations)

NAME: Michael Hotwagner DATE: 12-10-19

MAILING ADDRESS: 1608 Consort ST EMAIL: I DONT HAVE ONE

CITY: LANSING STATE: Mich ZIP CODE: 48918

TELEPHONE: Home () (517) 420-5739 Work () (517) 349-6271
Cell

Please provide the following information on the incident(s) for which you are filing a claim. WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW.

ADDRESS: 1608 Consort PARCEL NO. 33-01-01-08-129-031

DATE OF INCIDENT: ?/see below AMOUNT YOU WERE BILLED: 440.⁰⁰

TOTAL AMOUNT YOU ARE CONTESTING: 440.⁰⁰

TYPE OF ASSESMENT: TRASH-

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

I Don't Know The DATE OF INCIDENT, The DATE on bill is 11-25-19.

I believe as in Phone Conv. From City ATT office you REC INFO From Code Comp. That contained Bill, Copy of TAX Bill & Letter.

(*) See enclosed STATEMENT.

A description of the claims review process is available on our website at: <https://www.lansingmi.gov/349/Claims-Review-Process>

To download the claim form: <https://www.lansingmi.gov/DocumentCenter/View/4639/Claims-Review-Committee-Form?bidId=>

Claim
#1761

RECEIVED FEB 10 2020

To whom it may concern:

I REC A LETTER STATING MY CLAIM WAS DENIED BY THE CLAIMS REVIEW COMMITTEE IN REGARD TO CLAIM # 1761.

THE LETTER ALSO STATES IF I HAVE ANY QUESTIONS CONCERNING THIS ISSUE PLEASE CONTACT THIS OFFICE.

I CALLED AND ASKED FOR THE REASON IT WAS DENIED, THE PERSON I SPOKE WITH INDICATED I CAN APPEAL TO THE CITY'S ATT. OFFICE, I INDICATED IT STATES LANSING CITY CLERK, SHE STATED I COULD DO BOTH.

SINCE MY WIFE & I ATTENDED THE CLAIMS REVIEW COMMITTEE MEETING ON JAN 23, 2020 AT 10:15. STATED & ADDRESSED THE SITUATION, BEFORE THE COMMITTEE OF APROX 6 PEOPLE.

BASED ON THE STATEMENTS MADE TO US, I BELIEVE THE REP FROM THE CITY ATT OFFICE STATED SHE BELIEVED US THAT WE DID NOT REC THE NOTICE, ANOTHER PERSON REFLECTED WE ARE WORKING ON A BETTER WAY TO INFORM PEOPLE DOOR TAGS, OR STICKERS. HE WAS ALSO THE INDIVIDUAL WHEN I ASKED ABOUT RECEIVING OTHER PEOPLES MAIL, HE INDICATED ALL THE TIME, ANOTHER PERSON STATED IF I DID REC THE NOTICE, I WOULD HAVE THROW THEM AWAY IN MY DUMPSTER APROX 3 FT AWAY, I SAID YES.

The person sitting next to me
HAD THE PHOTOS OF THE ITEMS, I
STATED THAT THE ITEMS WERE NOT
TRASH, & YOU CAN SEE SOMEONE TOOK
THE ENTIRE BASKET OF WHEELS.

I AM GOING TO APPEAL THEIR DECISION
AND I AM REQUESTING MORE INFO ON
WHY IT WAS DENIED. I AM REPRESENTING
MYSELF IN THIS MATTER, AND ITS HARD
TO APPEAL THIS ISSUE WITH OUT A REASON.

I HOPE YOU UNDERSTAND AND GRANT MY
REQUEST. IF I NEED TO FILL OUT ANY
FORMS, PLEASE FEEL FREE TO CONTACT
ME.

THANKS
MICHAEL HOTWAGNER
1608 COMFORT ST. LANSING MICH
(517) 420-5739 48915

ALSO IF YOU COULD PROVIDE ME WITH
NAMES & DEPT OF THE PEOPLE ON THE
COMMITTEE AND HOW THEY VOTED, I
WOULD GREATLY APPRECIATE IT.

Name: Michael Hotwagner
Address: 1608 Consort Lansing Mich
Years at Address 30+
Age 63

Before I address the situation at hand, my core values remain unchanged despite the world today. I take pride in helping others in my neighborhood, repairing eq, giving away stuff to the less fortunate. Keeping sidewalks clean after snowstorms without asking for money. I even get calls from people referred by someone I've helped. People ask me why I don't start my own business, I basically tell them I do it to help my fellow human beings. That to me is worth more than money.

Getting older and slowing down is something that I am trying to accept. Being not computer savvy, & not very up to date tech wise, I only have a old flip style phone, and as you can tell, prefer to handwrite vs what others can do on computers.

I recently had a person, I've known for a very long time come over, & filled his pick up with workable snowblowers, chain saws, ect.

After he left, I found 2 plastic crates 1 of plastic wheels, 1 misc items, & 1 box of shrouds off of snowblowers.

I set them out on the curb, in hope that someone could use them. INSEAD OF Throwing them IN The TRASH.

This IS The SITUATION THAT IS IN NEED OF ADRESSING.

I recently REC A bill From The city OF LANSING For 440.⁰⁰ For TRASH.

My wife CALLED AND Spoke TO A Linn. Linn STATED they mailed A letter AND Also INDICATED they took photos on 2 sep OCCASIONS AND The bill IS DUE TO FACT THAT The ITEMS were still There. My wife STATED we Never REC The letter, only The bill.

I JUST FAXED them INFo TO TRY & RESolve This MATTER. BASICALLY gave them The SAME INFo I AM TO YOU.

AprOX 1-2 MONTHS Ago, ON our STREET people PUT OUT STUSS ON The CURB, Furniture, boxes OF clothes ect. I personally picked up 2 Solid OAK Rocking chairs, A Rocking chair glider IN good condition. Since The people moved, I CANT ASK Did They REC A NOTICE.

BAScally what IT boils DOWN TO IS IF you Dont REC A letter or NOTICE How CAN you correct The SITUATION. Nor Did AT ANY Time when I placed usable ITEMS OUT ON The CURB was breaking The LAWS. IT WAS my INTENTION THAT someone could use them INSEAD OF Throwing IT AWAY & filling UP The LAND Fills.

I hope THAT I've given you enough
INFO ON THIS MATTER. IF YOU NEED
FURTHER INFO IN REGARD TO THIS
MATTER PLEASE FEEL FREE TO CONTACT
ME AT (517) 420-5739.

IF NECESSARY I CAN supply you with
NAMES & phone # OF People you CAN
CALL THAT will confirm the very essence
OF who I AM.

Michael Holman

I have been IN THE Power EQ INDUSTRY
SINCE 1998 AND NOW WORK AT MIDWEST
POWER EQ IN OKEMOSS

MY TITLE THERE IS USED EQ REPAIR MAN
I RECONDITION EQ THAT PEOPLE DO NOT WANT.
I MAKE USE OF USED PARTS TO COMPLETE REPAIRS
ALOT OF ITEMS STILL USABLE GET THROWN
AWAY & SCRAPED.

I IN MY OWN SIMPLE WAY CAME UP TO
SAVE MORE UNITS THAT WERE GOING TO GET
SCRAPED, LETS TAKE SOME AND DONATE THEM
TO PEOPLE WHO NEED & CANT AFFORD NEW OR USED

MY EMPLOYER IS 100% ON BOARD WITH IT.
WIN, WIN SITUATION LESS SCRAP IN LANDFILL;
DOING GOOD FOR FELLOW HUMAN BEINGS.

12-9-19

Need Claims
Form.

12/10/19
will mail
claim form

ATTN: CODE COMPLIANCE
City of Lansing.

FROM: Michael Hotwagner
Cell # 517-420-5738

Fax # 517 349 6273

Pages Faxed including cover
5

To whom it may concern;

IN REGARD TO THIS MATTER
I DO HAVE SOME QUESTIONS THAT
HOPEFULLY YOU CAN ANSWER.

FIRST WE REC A INVOICE DATED
11-25-19 IT STATES PAYMENT IS
DUE WITHIN 30 DAYS FROM BILLING DATE.
WE HAVE NOT REC ANYTHING PRIOR
TO THIS STATEMENT, OR ANY CORRESPONDANCE
IN THIS MATTER.

SECOND IT HAS A APPEAL PROCESS
THAT ONLY STATES AFTER NUISANCE FEE
IS PLACED ON TAX ROLL.

ABOUT THE SAME TIME WE REC
THIS INVOICE, WE REC THE TAX BILL,
IT DOES NOT SHOW A NUISANCE FEE.

IN A EFFORT TO RESOLVE THIS ISSUE
UPON REC A INVOICE, MY WIFE CALLED
& SPOKE WITH A PERSON NAMED LYNN,
LYNN STATED THE DEPT MAILED US
A LETTER AND ALSO STATED THEY HAVE
TAKEN PHOTOS ON 2 SEP. OCCASIONS.

MY WIFE INDICATED WE NEVER REC
ANYTHING PRIOR TO THIS. IF WE HAD,
WE WOULD HAVE COMPLIED.

At this time I am asking for a review of this situation based on facts.

- 1) We have Resided at this location for 30 yrs
- 2) Never had a situation like this before.
- 3) We never rec a notice in regards to this matter.
- 4) If we had, we would have complied.
- 5.) I've assisted my neighborhood by keeping sidewalks clear when it snows w/o charge.
- 6.) AND have provided repairs to INU that can't afford to take eq. to repair shops.

This Jan I'll turn 64, AND having to realize I'm slowing down. My intentions when placing items out on curb was to allow people to make use of items rather than just throwing them away. IF I had rec a notice to remove them I would have.

IF you can't honor my simple request than can you provide me under the Freedom of Information Act a copy of the letter AND photos with out costs, AND info on the next step to take to resolve this issue.



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

January 29, 2020

Michael & Hazel Hotwagner
1608 Comfort Street
Lansing, MI 48915

Re: Claim – 1608 Comfort St.

Dear Mr. & Mrs. Hotwagner:

Please be advised that the Claims Review Committee reviewed the claim you submitted in the amount of \$440.00 for a trash violation for property located at 1608 Comfort St., Lansing, Michigan, and denied the claim you filed with the City of Lansing.

You have the right to appeal the decision of the Claims Review Committee to the Lansing City Council. If you desire to do so, please submit your appeal in writing, within thirty (30) days of the date of this letter, to the Lansing City Clerk, 9th Floor, City Hall, Lansing, MI 48933, for placement on the Council's agenda.

If you have any questions concerning this matter, please contact this office.

Sincerely,

Venus Kumar
Paralegal

Claim: 1761

RECEIVED DEC 20 REC'D

DATE: 12/11/2019

PPN: 33-01-01-08-12-031
DATE SUBMITTED: 12/11/2019
ADDRESS OF VIOLATION: 1608 Comfort Street
LISTED TAXPAYER OF RECORD: Hotwagner, Michael & Hazel
OTHER TAXPAYER OF RECORD:
CLAIMANT: Hotwagner, Michael
CLAIMANT'S ADDRESS: 1608 Comfort Street
Lansing, MI 48915
TYPE OF ACTIONS CONTESTED: Trash Removal
VIOLATION DATE: 10/28/2019
NOTIFICATION DATE: 10/28/2019
2ND NOTICE ASSESSMENT DATE:
AMOUNT OF ASSESSMENT: \$440.00
CONTRACTOR NAME - INVOICE NO. - DATE: Crutcher T-038 11/07/2019
AMOUNT OF CLAIM: \$440.00

1761

ADDITIONAL ACTIONS CONTESTED:
VIOLATION DATE:
NOTIFICATION DATE:
2ND NOTICE ASSESSMENT DATE:
AMOUNT OF ASSESSMENT:
CONTRACTOR NAME - INVOICE NO. - DATE:
AMOUNT OF CLAIM:
MEMO DATE - INVOICE NO.:

HISTORY: Trash
Violation
10/28/2019

CITATIONS IN PREVIOUS YEAR:

CLAIMANT'S CIRCUMSTANCES: See Attached

CODE OFFICER'S NOTES: This property was cited for trash and debris between the sidewalk and curb on 10/28/2019 with a compliance due date of 11/04/2019. The officer returned on 11/05/2019 the debris was still present and it was submitted to the contractor for removal. The contractor arrived on 11/07/2019 the debris was still present and it was removed by the contractor. Hazel Hotwagner called our office on 12/05/2019 regarding the trash bill she indicated that they had hired someone to remove the debris as they had moved and upon moving they left items out between the sidewalk and curb she also indicated that they had hired someone to remove the debris and was not aware that they had failed to remove the items. Proper notification was sent to the owners the same address the invoice was mailed to. The claimants have failed to update their address with the City Assessor's Office and are still claiming homestead at this residence. This office recommends denial of the claim.



CITY OF LANSING

316 N. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

DUE DATE:12/19/2019

INVOICE

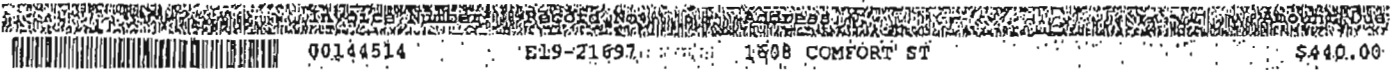
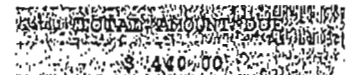
11/25/2019



KOTWAGNER MICHAEL & HAZEL L

1608 COMFORT ST

LANSING, MI 48915-1509



00144514

EL9-21697

1608 COMFORT ST

\$440.00

11/19/2019

Trash - Admin Fee

Trash - Contractor Charge

Questions regarding this invoice: Contact **CODE COMPLIANCE** at 517.483.4361

Payment Information:

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
City of Lansing Treasurers Office
124 W Michigan Ave 1st Fl
Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
- Payment in full is due within 30 days from the billing date
- Any unpaid balance remains as a lien against this property and will be added to the next property tax bill.

Appeals Process:

If you intend to appeal this nuisance fee, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are available in the City Attorney's Office and the City of Lansing's web address: www.lansingmi.gov. Return completed claim to: Lansing City Attorney's Office, 124 West Michigan Ave 5th Fl, Lansing, MI 48933

Other Information:

- July property taxes are due and payable on or before August 31st. December property taxes are due and payable on or before February 14th.
- For Red Tag Monitoring Fees Only – invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

Payments may be made online or in person Monday thru Thursday 8:00 a.m. - 4:30 p.m., at the above address or by mail



City of Lansing Treasurers Office
 124 W Michigan Ave 1st Floor
 Lansing, MI 48933
 Ph: (517) 483-4361 Fx: (517) 377-0169

Nuisance Fee Billing Statement

Date Created: 11/19/2019
 Due Date: 12/19/2019
 Pay Invoice In Full



HOTWAGNER MICHAEL & HAZEL L
 1608 COMFORT ST
 LANSING MI 48915-1509

Inv Number: 00144514
 Parcel: 33-01-01-08-129-031
 Address: 1608 COMFORT ST

Parcel: 33-01-01-08-129-031

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00144514		E19-21697	1608 COMFORT ST	\$440.00
Fee Details:				Balance
Quantity	Description			
1.000	Trash - Admin Fee			\$ 265.00
175.000	Trash - Contractor Charge			\$ 175.00
Total Amount Due				\$ 440.00

Questions regarding this invoice: Contact **CODE ENFORCEMENT** at 517.483.4361

Payment Information:

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
 City of Lansing Treasurers Office
 124 W Michigan Ave 1st Fl
 Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
- Payment in full is due within 30 days from the billing date
- Any unpaid balance remains as a lien against this property and will be added to the next property tax bill.

Appeals Process:

If you intend to appeal this nuisance fee and it is attached to your tax bill, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are available in the City Attorney's Office and the City of Lansing's web address: www.lansingmi.gov. Return completed claim to: Lansing City Attorney's Office, 124 West Michigan Ave 5th Fl, Lansing, MI 48933

Other Information:

- July property taxes are due and payable on or before August 31st. December property taxes are due and payable on or before February 14th.
- For Red Tag Monitoring Fees Only – invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

Payments may be made online or in person Monday thru Friday 8:00 a.m. - 4:30 p.m., at the above address or by mail

Eric's Refuse LLC
P.O. Box 16035
Lansing, MI 48901 US
ericorefuse@hotmail.com

INVOICE

BILL TO
Economic Development &
Planning Code
Enforcement Office
316 N Capitol, Ste. C-1
Lansing, MI 48933-1238

INVOICE # 3168
DATE 11/12/2019

PROPERTY ADDRESS
1608 Comfort ST

PARCEL NUMBER
33-01-01-08-129-031

DESCRIPTION	QTY	RATE	AMOUNT
city:1hour 3 yards first hour and 3 cubic yards 11/7/19 3 yards Everett coates	1	175.00	175.00

BALANCE DUE **\$175.00**



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

TRASH AND DEBRIS CORRECTION NOTICE

HOTWAGNER MICHAEL & HAZEL L
1608 COMFORT ST
LANSING, MI 48915-1509

Violation Date: 10/28/2019
Violation Location: 1608 COMFORT ST
Parcel No: 33-01-01-08-129-031
Compliance Due Date: November 04, 2019

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Plastic Container(s) debris

Violation: Paper/Glass/Plastic/Metal/Cardboard debris

Violation: Trash found in bags/boxes

Violation: Junk tire debris

Violation: Motor vehicle parts debris

INSPECTOR COMMENTS: *Please remove and dispose of piles of misc items near road*

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice.** The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra \$75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

Pursuant to Section 107.2 of the IPMC, you have the right to appeal this notice of violation. In accordance with Section 106.3 any action taken by the City on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Code Officer: Karac Brown (517) 702 4750 Karac.Brown@lansingmi.gov



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

Trash Authorization Form

Submitted to: Eric Crutcher on 11/05/2019

TAXPAYER: HOTWAGNER MICHAEL & HAZEL L, 1608 COMFORT ST LANSING, MI 48915-1509

Location of Work:

Enf Num: E19-21697

Address: 1608 COMFORT ST
Lot No:
Description:
Parcel No: 33-01-01-08-129-031

Remove Trash and Debris

Work Authorized:

Violation: Plastic Container(s) debris

Violation: Paper/Glass/Plastic/Metal/Cardboard debris

Violation: Trash found in bags/boxes

Violation: Junk tire debris

Violation: Motor vehicle parts debris

INSPECTOR COMMENTS: *Please remove and dispose of piles of misc items near road*

PLUS ANY OTHER INCIDENTAL TRASH / DEBRIS ON THE PROPERTY

Authorized Time required to complete work: 2

Authorized Cubic Yards: 3

Warning Comment:

Literally just a few small boxes of stuff by curb. Been there a long time though.

This action is authorized by the Manager of Code Compliance



DSCN0536

10/28/2019 14:25

KBrown



1608

11/07/2019 16:59



11/07/2019 16:59





11/07/2019 17:06



1608 COMFORT ST LANSING, MI 48915 (Property Address)

Parcel Number: 33-01-01-08-129-031



Property Owner: HOTWAGNER MICHAEL & HAZEL L

Summary Information

- > Residential Building Summary
 - Year Built: 1950
 - Full Baths: 1
 - Sq. Feet: 954
 - Bedrooms: 0
 - Half Baths: 0
 - Acres: 0.239
- > Assessed Value: \$29,900 | Taxable Value: \$27,602
- > Property Tax information found
- > 3 Building Department records found

Item 1 of 2 1 Image / 1 Sketch

Owner and Taxpayer Information

Owner HOTWAGNER MICHAEL & HAZEL L Taxpayer SEE OWNER INFORMATION
 1608 COMFORT ST
 LANSING, MI 48915-1509

Legal Description

LOT 30 EXC N 3 FT BASSETTS SUB

Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2019	Winter	\$378.25	\$378.25	12/30/2019	\$0.00
General Information for 2019 Winter Taxes					
School District	33020		PRE/MBT	100.0000%	
Taxable Value	\$27,088		S.E.V.	\$29,300	
Property Class	401 - RESIDENTIAL		Assessed Value	\$29,300	
Tax Bill Number	No Data to Display		Last Receipt Number	00004748	
Last Payment Date	12/30/2019		Number of Payments	1	
Base Tax	\$375.60		Base Paid	\$375.60	
Admin Fees	\$2.65		Admin Fees Paid	\$2.65	
Interest Fees	\$0.00		Interest Fees Paid	\$0.00	
Total Tax & Fees	\$378.25		Total Paid	\$378.25	
Renaissance Zone	Not Available		Mortgage Code	Not Available	
Tax Bill Breakdown for 2019 Winter					
Taxing Authority		Millage Rate	Amount	Amount Paid	
INGHAM COUNTY		4.540000	\$122.97	\$122.97	
AIRPORT AUTH.		0.699000	\$18.93	\$18.93	
CATA		3.007000	\$81.45	\$81.45	
CADL-LIBRARY		1.560000	\$42.25	\$42.25	
RCYCL/YARD		0.000000	\$110.00	\$110.00	
Admin Fees			\$2.65	\$2.65	
Interest Fees			\$0.00	\$0.00	
		9.806000	\$378.25	\$378.25	

[Click here for a printer friendly version of Winter 2019 Tax information](#)

2019	Summer	\$1,322.85	\$1,322.85	08/30/2019	\$0.00
2018	Winter	\$366.97	\$366.97	01/02/2019	\$0.00
2018	Summer	\$1,218.67	\$1,218.67	08/17/2018	\$0.00
2017	Winter	\$332.85	\$332.85	12/28/2017	\$0.00
2017	Summer	\$1,184.56	\$1,184.56	08/21/2017	\$0.00
2016	Winter	\$326.55	\$326.55	01/26/2017	\$0.00
2016	Summer	\$1,173.20	\$1,173.20	08/24/2016	\$0.00
2015	Winter	\$320.62	\$320.62	01/11/2016	\$0.00
2015	Summer	\$1,150.34	\$1,150.34	08/28/2015	\$0.00

[Load More Years](#)

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

BY THE COMMITTEE ON GENERAL SERVICES
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, Michael Hotwagner sought to eliminate a special assessment of \$440.00 for trash removal fees, associated penalties and interest, on the property tax bill for 1608 Comfort Street (ID #33-01-01-08-129-031); and

WHEREAS, upon filing a claim to the Committee on General Services, the Committee met on march 10, 2020 and _____ the claim in the amount of \$440.00.

THEREFORE, BE IT RESOLVED, the City Council, hereby, _____the claim in the amount of \$440.00 for trash removal fees, associated penalties and interest on the property tax bill for 1608 Comfort Street (Tax ID #33-01-01-08-129-031).

BE IT FURTHER RESOLVED, that the City Attorney shall take the appropriate steps to process this claim.

Claim #1756

1320 Vermont Avenue

\$4,955.00

Incident Date (per claim application) – 8/21/2019 & 10/4/2019

Incident Date (per Code Report) – 8/21/2019

Taxes- Has not appeared on taxes as of 2/19/2020

Filed Claim – 11/14/2019

Claims Review Committee Hearing – Exceeds Amount Allowed to be Heard

Claims Review Committee Letter – Exceeds Amount Allowed to be Heard

Referred to City Council – 1/14/2020

Referred to Committee on General Services – 1/27/2020

2/3/2020

We, Curtis and Rosemary Renshaw, do declare that David Vincent is an authorized agent and property manager for 1320 Vermont Ave, Lansing, MI and has our permission to represent us in all matters regarding this property.

Curtis Renshaw
Rosemary Renshaw

e'OCA 2/4

Submitted at mtg
2.25.2020

Michigan Department of Treasury
2766 (Rev. 05-16)

L-4260

Property Transfer Affidavit

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). The completed Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer. The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property <i>1320 Vermont Ave</i>		2. County <i>Ingham</i>	3. Date of Transfer (or land contract signed) <i>12/30/19</i>
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village		5. Purchase Price of Real Estate <i>\$0</i>	
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice. <i>33-01-05-10-682-071</i>		6. Seller's (Transferor) Name <i>Curtis Renshaw Rosemary Renshaw</i>	
		8. Buyer's (Transferee) Name and Mailing Address <i>David Vincent 10917 Leansburg Rd Leansburg, ME 04878</i>	
		9. Buyer's (Transferee) Telephone Number <i>(517) 712-1394</i>	

Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.

10. Type of Transfer. Transfers include, but are not limited to, deeds, land contracts, transfers involving trusts or wills, certain long-term leases and business interest. See page 2 for list. <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input type="checkbox"/> Deed <input checked="" type="checkbox"/> Other (specify) <i>Quit Claim</i>			
11. Was property purchased from a financial institution? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		12. Is the transfer between related persons? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		13. Amount of Down Payment <i>0</i>	
		15. Amount Financed (Borrowed) <i>0</i>	

EXEMPTIONS

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- Transfer from one spouse to the other spouse
- Change in ownership solely to exclude or include a spouse
- Transfer between certain family members *(see page 2)
- Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- Transfer between certain family members of that portion of a property after the expiration or termination of a life estate or life lease retained by transferor ** (see page 2)
- Transfer to effect the foreclosure or forfeiture of real property
- Transfer by redemption from a tax sale
- Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- Transfer resulting from a court order unless the order specifies a monetary payment
- Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- Transfer to establish or release a security interest (collateral)
- Transfer of real estate through normal public trading of stock
- Transfer between entities under common control or among members of an affiliated group
- Transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.
- Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- Transfer of land with qualified conservation easement (land only - not improvements)
- Other, specify: _____

RECEIVED

DEC 30 2019

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

ASSESSORS OFFICE

Printed Name <i>Curtis Renshaw Rosemary Renshaw</i>		Date <i>12/30/19</i>
Signature <i>Curtis Renshaw Rosemary Renshaw</i>		E-mail Address <i>renshawcr@gmail.com</i>
Name and title, if signer is other than the owner	Daytime Phone Number <i>517-896-7942</i>	

QUIT CLAIM DEED
Statutory Form- M.C.L. 565.152

Obtained from Assessing
2.26.2020

Know All Persons By These Presents: Curtis and Rosemary Renshaw

Whose address is: 13018 Wood Rd, Bath, MI 48808

Quit Claim (s) to David Vincent

Whose address is: 406 Clare St

The following described premises situated in the City of Lansing, County of Ingham, State of Michigan, to-wit:

LOT 114 Capitol Heights

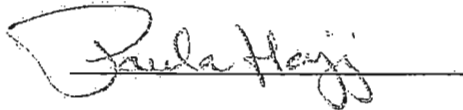
More Commonly Known as: 1320 Vermont St, Lansing, Michigan 48906

Parcel Number: 33-01-01-10-182-071


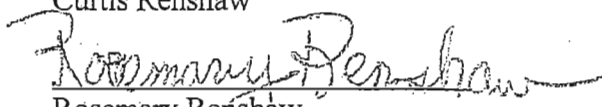
For the consideration of: ONE DOLLAR and no/100 (\$1.00) Dollars.

Dated this 21st day of January, 2020

Witnesses:

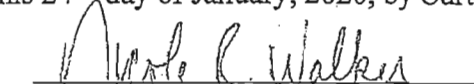

Paula Hajji

Signed By:


Curtis Renshaw

Rosemary Renshaw

State of Michigan
County of Ingham

The foregoing instrument was acknowledged before me this 24th day of January, 2020, by Curtis and Rosemary Renshaw as their free act and deed.


Nicole Renee Walker, Notary Public
INGHAM, Michigan
My commission expires: 09/21/2024

Drafted by and return to:

David Vincent
406 Clare Street
Lansing, Michigan 48917



Nicole Renee Walker
NOTARY PUBLIC - STATE OF MICHIGAN
County of Clinton
My Commission Expires 9/21/2024
Acting in the County of INGHAM



City of Lansing

OFFICE OF THE CITY ATTORNEY

1756

Claims Review Committee Form

(Commonly including: Grass, Trash, Woods and Board-Up Violations)

NAME: Curtis & Rosemary Renshaw DATE: 11/9/19
 MAILING ADDRESS: 13018 Wood Rd EMAIL: renshawcr@gmail.com
 CITY: Bath STATE: MI ZIP CODE: 48808
 TELEPHONE: Home (517-896-7942 Work ()

Please provide the following information on the incident(s) for which you are filing a claim. WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW.

ADDRESS: 1320 Vermont Ave PARCEL NO. 33-01-01-10-182-071
 DATE OF INCIDENT: 8/21/19 and 10/4/19 AMOUNT YOU WERE BILLED: \$4955
 TOTAL AMOUNT YOU ARE CONTESTING: \$4955
 TYPE OF ASSESMENT: Trash Enforcement # E19-19705

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

See attached 2 pages

A description of the claims review process is available on our website at: <https://www.lansingmi.gov/349/Claims-Review-Process>

To download the claim form: <https://www.lansingmi.gov/DocumentCenter/View/4639/Claims-Review-Committee-Form?bidId=>

My wife and I are owners of a rental house at 1320 Vermont Ave. On Tuesday 9/17/19, a roofing crew began to tear off and replace the roof of the house. The re-roofing portion of the project was completed by Tuesday 10/1/19. On Friday 10/04/19 at 10 am, we received a phone call from our tenant that a city crew was at the property cleaning up roofing project debris in the front yard. I asked to speak to the crew leader (Nick) who told me that he had a cleanup order for "trash". I was shocked that the City had not given us longer than 3 days to clean up the roofing debris. During our discussion I found out that the work order was for removal of some chairs on the front porch. (See Enforcement # E19-19705). We were totally unaware that we had had an infraction because the original letter went only to the tenant and because she removed the chairs, she saw no need to let anyone else know of the issue. Nick and I discussed the fact that there was no paperwork/work order giving authorization to pick up roofing debris and that the roofing project had just finished. I explained to him that the roofing debris removal was part of my contract with the project contractor. In addition to that arrangement, I explained to Nick that I also had hired the tenant and her sister on Tuesday 10/1/19 (the very day that the roofing project was finished) to start cleaning it up, wanting to expedite the cleanup and lift some of the workload of the cleanup off of the general contractor. The tenant and her sister started the cleanup just the day before Nick and his crew showed up. Even after all this discussion, it was clear to me that he was not going to stop the work.

I asked for and Nick gave me the info as to whom to call and at 10:07 I left a message for Everett Coates at the City Code Enforcement department. I then contacted our property manager and he informed me that he was aware of a code enforcement letter received by the tenant in reference to some chairs on the front porch and that she had removed the chairs that were in violation. I then called the general contractor and explained the situation. He was able to reach Everett Coates who called me back at 12:44. I was told that the cleanup crew should not have cleaned up the roofing materials, but by the time I received his call, the work had been completed. I asked if there was any way that he could help me and he told me that my only recourse was to file an appeal after receiving the bill for the cleanup.

At this time, we are appealing all of the billed amount. From what I have been able to access online, it appears there are discrepancies regarding the original issue - the chairs on the front porch. As to the roofing project debris, we feel that the cleanup contractor overstepped what he was authorized to do - a cleanup that we were already going to pay 2 different parties to do to expedite its completion.

Consider this: If the City-hired cleanup crew had come a few days earlier, it would have been obvious that the roofing was still in progress. If he had come a few days later, it would have been cleaned up. Also, at a minimum, when you get to a worksite and your work order instructs you to remove a few chairs vs. all the debris from a tear-off and re-roofing, it seems reasonable that you would check with someone in authority as to how to proceed.

Hope the following timeline helps clarify any confusing points in the above letter.

Tues. 8/21/19 Letter generated to tenant re: chairs on front porch. # E19-19705

Thur. 8/29/19 Re-inspected.

Tue. 9/17 Tear-off begins

Mon. 9/30 Meeting of manager, general contractor, tenant and sister. Owners out-of-state. Project complete. Manager later stated to me, "I saw the chairs inside".

Tue. 10/1/19 Tenant and sister hired to expedite cleanup at 10:12 AM.

Thur. 10/3/19 Tenant and sister begin cleanup.

Fri. 10/4/19 10:00 AM Received call from tenant, "City crew here cleaning up roof debris". I spoke to crew leader, Nick.

10:07 Left message for Everett Coates, City Code Enforcement office.

10:10 Spoke with property manager, told of violation and tenant's action.

12:24 Spoke with general contractor.

After 12:24 General contractor spoke to Everett Coates.

12:44 Received call from Everett Coates.

2:24 Called tenant. "City crew was gone before lunch."

Thank you for your time. We look forward to the resolution of this matter.

Curtis Renshaw 11/12/19
Rosemary Renshaw

Curtis and Rosemary Renshaw

DATE: 12/20/2019

PPN: 33-01-01-10-182-071
 DATE SUBMITTED: 11/14/2019
 ADDRESS OF VIOLATION: 1320 Vermont Ave
 LISTED TAXPAYER OF RECORD: Renshaw, Curtis & Rosemary
 OTHER TAXPAYER OF RECORD:
 CLAIMANT: Renshaw, Curtis & Rosemary
 CLAIMANT'S ADDRESS: 13018 Wood Road
 Bath, MI 48808
 TYPE OF ACTIONS CONTESTED: Trash Removal
 VIOLATION DATE: 08/21/2019
 NOTIFICATION DATE: 8/21/2019
 2ND NOTICE ASSESSMENT DATE:
 AMOUNT OF ASSESSMENT: \$4,955.00
 CONTRACTOR NAME - INVOICE NO. - DATE: Crutcher 19-T035 10/04/2019
 AMOUNT OF CLAIM: \$4,955.00

ADDITIONAL ACTIONS CONTESTED:
 VIOLATION DATE:
 NOTIFICATION DATE:
 2ND NOTICE ASSESSMENT DATE:
 AMOUNT OF ASSESSMENT:
 CONTRACTOR NAME - INVOICE NO. - DATE:
 AMOUNT OF CLAIM:
 MEMO DATE - INVOICE NO.:

HISTORY:	Trash Violation 8/21/2019	Lack of Certificate (pink tagged) 11/14/2019	Exterior Violation 11/15/2019
----------	---------------------------------	---	-------------------------------------

CITATIONS IN PREVIOUS YEAR: Trash
Violation
12/03/2019

CLAIMANT'S CIRCUMSTANCES: See Attached

CODE OFFICER'S NOTES: This property was cited for a trash violation and in the original trash letter it cited indoor furniture in the outdoors. The submittal photos show the violations were not removed which is why the property was submitted to the contractor to remove the violations in the original notification which was sent to the owner, the property manager, as well as the occupant. The notification clearly states that any other trash and or debris will be removed without additional notification. By the claimants own admission the roofing project had been done for several days and yet the contractor not only left debris all over their property but both neighbor's properties as well. Code Enforcement Matt Simon received a complaint from the neighbors that the roof had been done for several days and the contractor left debris in their front yard and on their walkway between the houses and in the adjoining neighbor's yard and asked our office to come out and take a look at the debris piles. The officer noted the large amount of debris that were left on both neighbor's properties and the furniture and other debris were still present. The officer called the contractor to do an emergency cleanup. The roofing contractor worked in Code Enforcement for several years and he is aware of the code sections but tried to call our office and speak with the Premise Officer and tried telling him several things that he knew were not correct. The roofing contractor Dave Vincent also did not do the work but subcontracted it out to someone else and never checked on the job. The roofing contractor never applied for the roofing permit until 12/17/2019 3 months after the roof work had been done. The roofing work was not done correctly as well as we have an open exterior letter on the property as the tenant is complaining that the roof is leaking into the dwelling. The claimant has called our office several times to inquire if the permit had been issued yet and has told our office he will easily win this claim as the contractor Dave Vincent is telling him how to beat this claim. In a normal roofing job a dumpster would be onsite and the debris would be cleaned as the job is being done not thrown onto the neighbor's properties and thrown around the premises. As noted in the pictures on the day of the cleanup a dumpster is not present. How was claimants tenant going to be able to clean the debris when there was no debris receptacles for the debris to be placed in. This office recommends denial of the claim as the pictures clearly show this was a justified cleanup and this office would also like to note the trash notice was mailed to the same address and the invoice and the owner responded to that notification. This office would also like to note that the property manager admitted to receiving the notification.



CITY OF LANSING

316 N. CAPITOL SUITE C2
Lansing, MI 48933
Ph: (517) 483-4361
Fax: (517) 377-0100

Bill To:
RENSHAW CURTIS & ROSEMARY
13018 WOOD RD
BATH, MI 48808

DUE DATE: 11/07/2019

INVOICE
10/14/2019
TOTAL AMOUNT DUE
\$ 4,955.00



Invoice Number	Record No.	Address	Amount Due
00142274	E19-19705	1320 VERMONT AVE	\$4955.00
10/08/2019			
Trash - Admin Fee			
Trash - Contractor Charge			
TOTAL DUE:			\$4955.00

Questions regarding this invoice: Contact **CODE COMPLIANCE** at 517.483.4361

Payment Information:

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
City of Lansing Treasurers Office
124 W Michigan Ave 1st Fl
Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
- Payment in full is due within 30 days from the billing date
- Any unpaid balance remains as a lien against this property and will be added to the next property tax bill.

Appeals Process:

If you intend to appeal this nuisance fee, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are available in the City Attorney's Office and the City of Lansing's web address: www.lansingmi.gov. Return completed claim to: Lansing City Attorney's Office, 124 West Michigan Ave 5th Fl, Lansing, MI 48933

Other Information:

- July property taxes are due and payable on or before August 31st. December property taxes are due and payable on or before February 14th.
- For Red Tag Monitoring Fees Only – invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

Payments may be made online or in person Monday thru Thursday 8:00 a.m. - 4:30 p.m., at the above address or by mail



Nuisance Fees
 City of Lansing Treasurers Office
 124 W Michigan Ave 1st Floor
 Lansing, MI 48933
 Ph: (517) 483-4361 Fx: (517) 377-0169

Nuisance Fee Billing Statement

Date Created: 10/08/2019
 Due Date: 11/07/2019
 Pay Invoice In Full



RENSHAW CURTIS & ROSEMARY
 13018 WOOD RD
 BATH MI 48808

Inv Number: 00142274
 Parcel: 33-01-01-10-182-071
 Address: 1320 VERMONT AVE

Parcel: 33-01-01-10-182-071

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00142274		E19-19705	1320 VERMONT AVE	\$4,955.00
Fee Details:				Balance
	Quantity	Description		
	1.000	Trash - Admin Fee		\$ 265.00
	4690.000	Trash - Contractor Charge		\$ 4,690.00
Total Amount Due				\$ 4,955.00

Questions regarding this invoice: Contact **CODE ENFORCEMENT** at 517.483.4361

Payment Information:

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
 City of Lansing Treasurers Office
 124 W Michigan Ave 1st Fl
 Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
- Payment in full is due within 30 days from the billing date
- Any unpaid balance remains as a lien against this property and will be added to the next property tax bill.

Appeals Process:

If you intend to appeal this nuisance fee and it is attached to your tax bill, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are available in the City Attorney's Office and the City of Lansing's web address: www.lansingmi.gov. Return completed claim to: Lansing City Attorney's Office, 124 West Michigan Ave 5th Fl, Lansing, MI 48933

Other Information:

- July property taxes are due and payable on or before August 31st. December property taxes are due and payable on or before February 14th.
- For Red Tag Monitoring Fees Only - invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

Payments may be made online or in person Monday thru Friday 8:00 a.m. - 4:30 p.m., at the above address or by mail

Eric's Refuse LLC
P.O. Box 16035
Lansing, MI 48901 US
ericorefuse@hotmail.com

INVOICE

BILL TO
Economic Development &
Planning Code
Enforcement Office
316 N Capitol, Ste. C-1
Lansing, MI 48933-1238

INVOICE # 3104
DATE 10/07/2019

PROPERTY ADDRESS
1320 Vermont AVE

PARCEL NUMBER
33-01-01-10-182-071

DESCRIPTION	QTY	RATE	AMOUNT
city:1hour 3 yards first hour and 3 cubic yards	1	175.00	175.00
city:add hours any hours after 1	18	150.00	2,700.00
city:class 2 construction material after 3 10/4/19 55 yards removed shingles on every side of house. couldnt fit a truck back there so we had to walk everything to the front. also removed all other debris.	55	33.00	1,815.00

BALANCE DUE

\$4,690.00



Andy Schor, Mayor

ECONOMIC DEVELOPMENT & PLANNING

19-T035

10-8-19 EC I had received a call from Dave Vincent who was hired by the owner to do the roof. He stated that the code states that the trash contractors can only clean up what it was written for. I stated that when the contractors go out to clean it up, they can collect any and all trash on the property during the clean up. Mr. Vincent stated that when he pulled the roofing permit he had also gotten a debris permit with it that states the contractors have two weeks to clean up any roofing supplies. I had told him that there was no permits that were pulled that I could see. He said that they were in the system. He again told me that the contractors had no right to clean up the property for anything other than the items that were written up. I again stated that their contract states that they clean up all the trash that is on the property at the time of their clean up. Mr. Vincent then told me that he retired from the city after "over 20 years" of working here and that he knows exactly how the codes are written. I stated that the owner of the property can file a claim.



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

TRASH AND DEBRIS CORRECTION NOTICE

RENSHAW CURTIS & ROSEMARY
13018 WOOD RD
BATH, MI 48808

Violation Date: 08/21/2019
Violation Location: 1320 VERMONT AVE
Parcel No: 33-01-01-10-182-071
Compliance Due Date: August 28, 2019

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Indoor type furniture in the outdoors

INSPECTOR COMMENTS: *On front porch*

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice. The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra \$75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year. If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

Pursuant to Section 107.2 of the IPMC, you have the right to appeal this notice of violation. In accordance with Section 106.3 any action taken by the City on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Code Officer: Everett Coates (517) 483 7621 Everett.Coates@lansingmi.gov

"Equal Opportunity Employer"

Taxpayer's Copy



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

TRASH AND DEBRIS CORRECTION NOTICE

MELLON DEVELOPMENT GROUP
13018 WOOD RD
Barb, MI 48808

Violation Date: 08/21/2019
Violation Location: 1320 VERMONT AVE
Parcel No: 33-01-01-10-182-071
Compliance Due Date: August 28, 2019

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Indoor type furniture in the outdoors

INSPECTOR COMMENTS: *On front porch*

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice. The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra \$75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year. If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

Pursuant to Section 107.2 of the IPMC, you have the right to appeal this notice of violation. In accordance with Section 106.3 any action taken by the City on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Code Officer: Everett Coates (517) 483 7621 Everett.Coates@lansingmi.gov

"Equal Opportunity Employer"

Taxpayer's Copy



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

TRASH AND DEBRIS CORRECTION NOTICE

Occupant
1320 VERMONT AVE
LANSING, MI 48906

Violation Date: 08/21/2019
Violation Location: 1320 VERMONT AVE
Parcel No: 33-01-01-10-182-071
Compliance Due Date: August 28, 2019

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Indoor type furniture in the outdoors

INSPECTOR COMMENTS: *On front porch*

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice. The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra \$75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year. If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

Pursuant to Section 107.2 of the IPMC, you have the right to appeal this notice of violation. In accordance with Section 106.3 any action taken by the City on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Code Officer: Everett Coates (517) 483 7621 Everett.Coates@lansingmi.gov

"Equal Opportunity Employer"

Taxpayer's Copy



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

Trash Authorization Form

Submitted to: Eric Crutcher on 08/29/2019

TAXPAYER: RENSHAW CURTIS & ROSEMARY, 13018 WOOD RD BATH, MI 48808

Location of Work:

Enf Num: E19-19705

Address: 1320 VERMONT AVE
Lot No:
Description:
Parcel No: 33-01-01-10-182-071

Remove Trash and Debris

Work Authorized:

Violation: Indoor type furniture in the outdoors

INSPECTOR COMMENTS: *On front porch*

PLUS ANY OTHER INCIDENTAL TRASH / DEBRIS ON THE PROPERTY

Authorized Time required to complete work: 1

Authorized Cubic Yards: 3

Warning Comment:

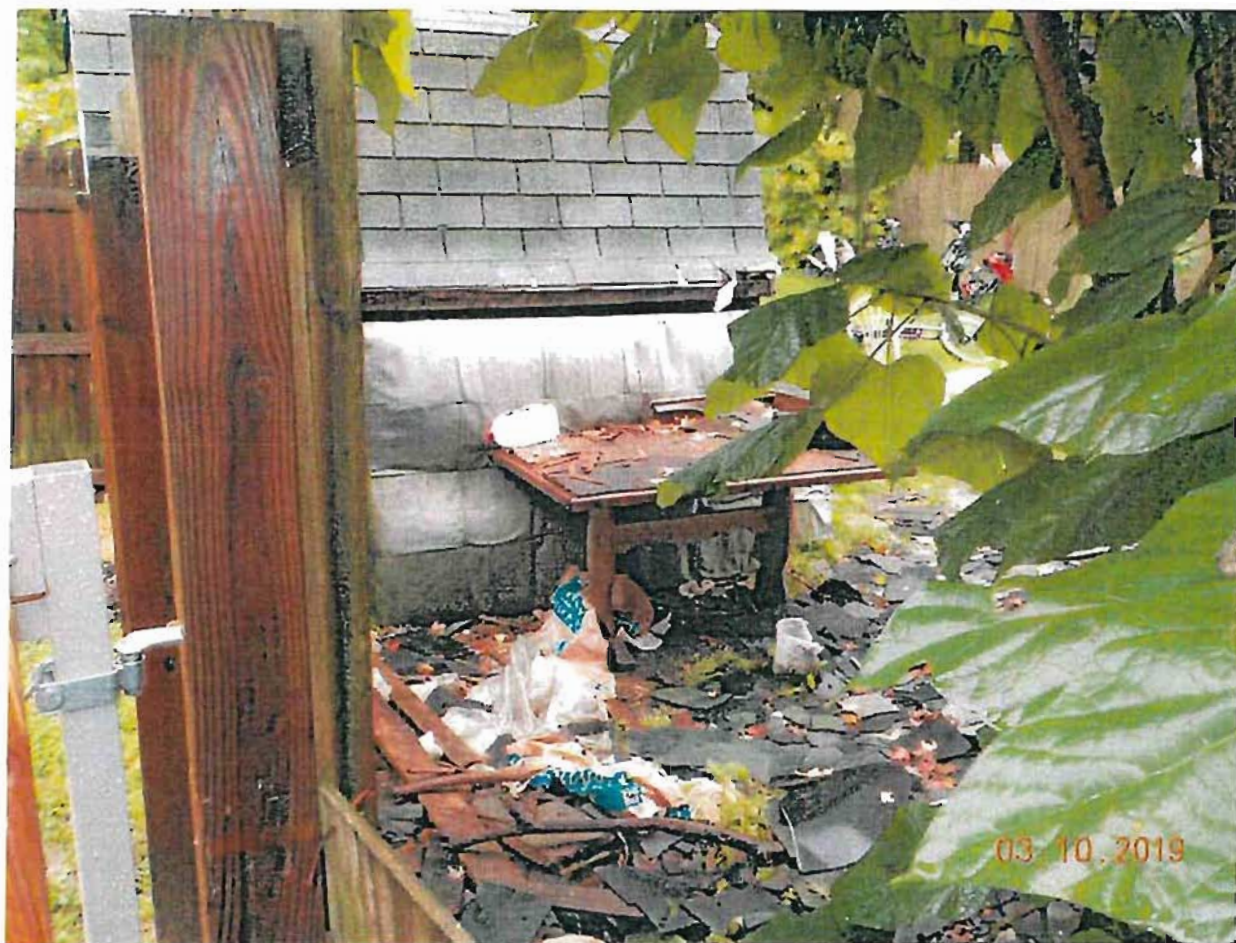
<NONE>

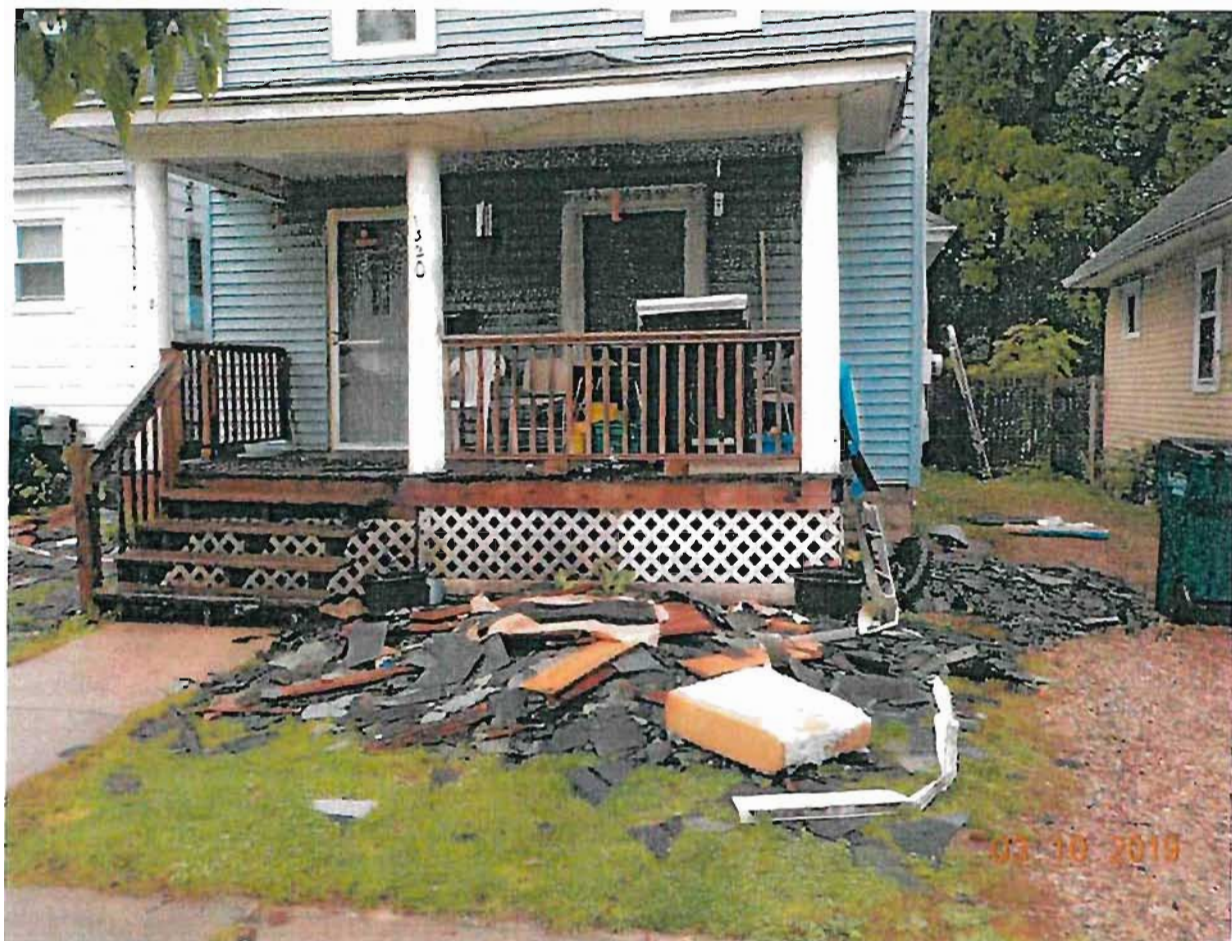
Submitted By: Everett Coates (517) 483 7621

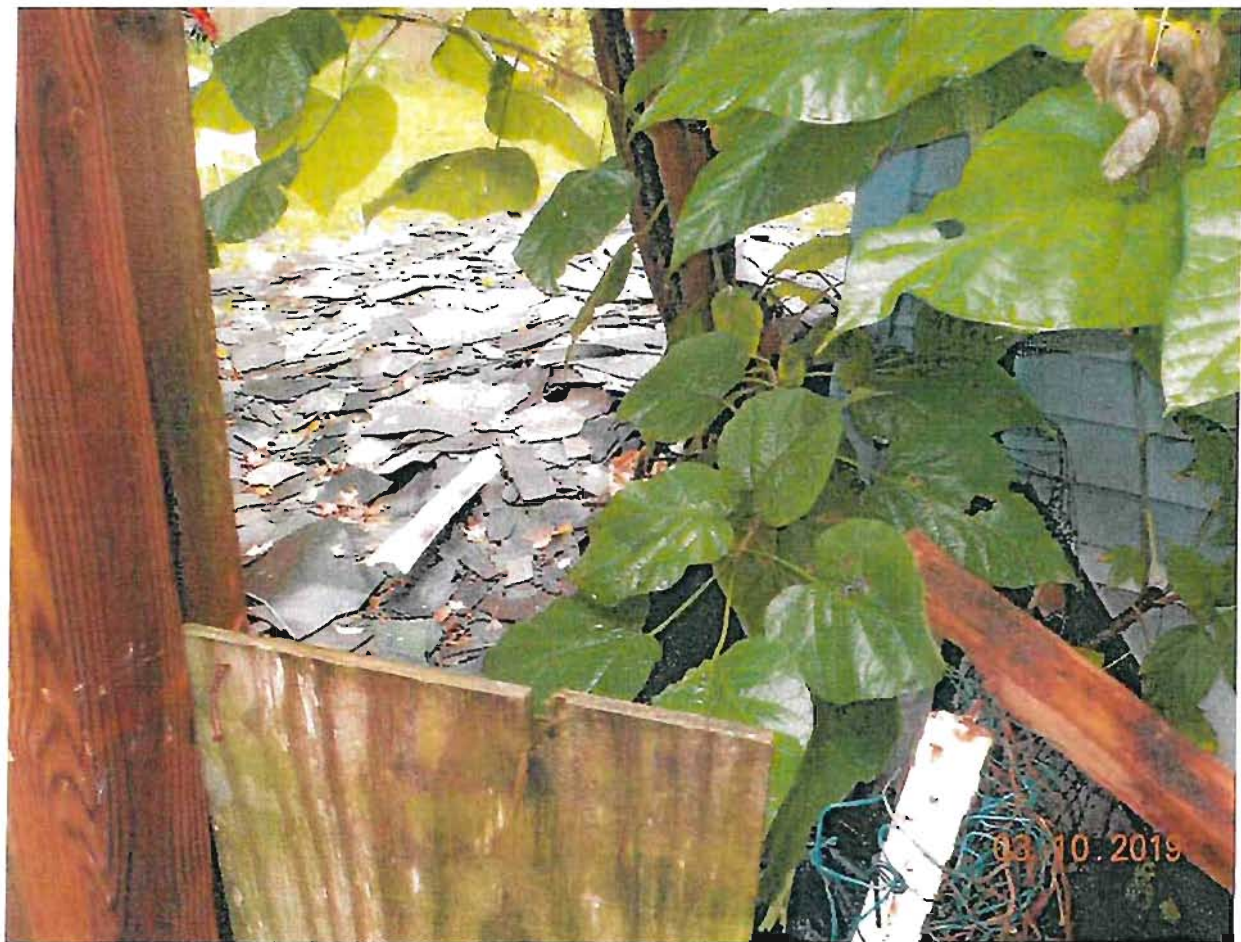














1320

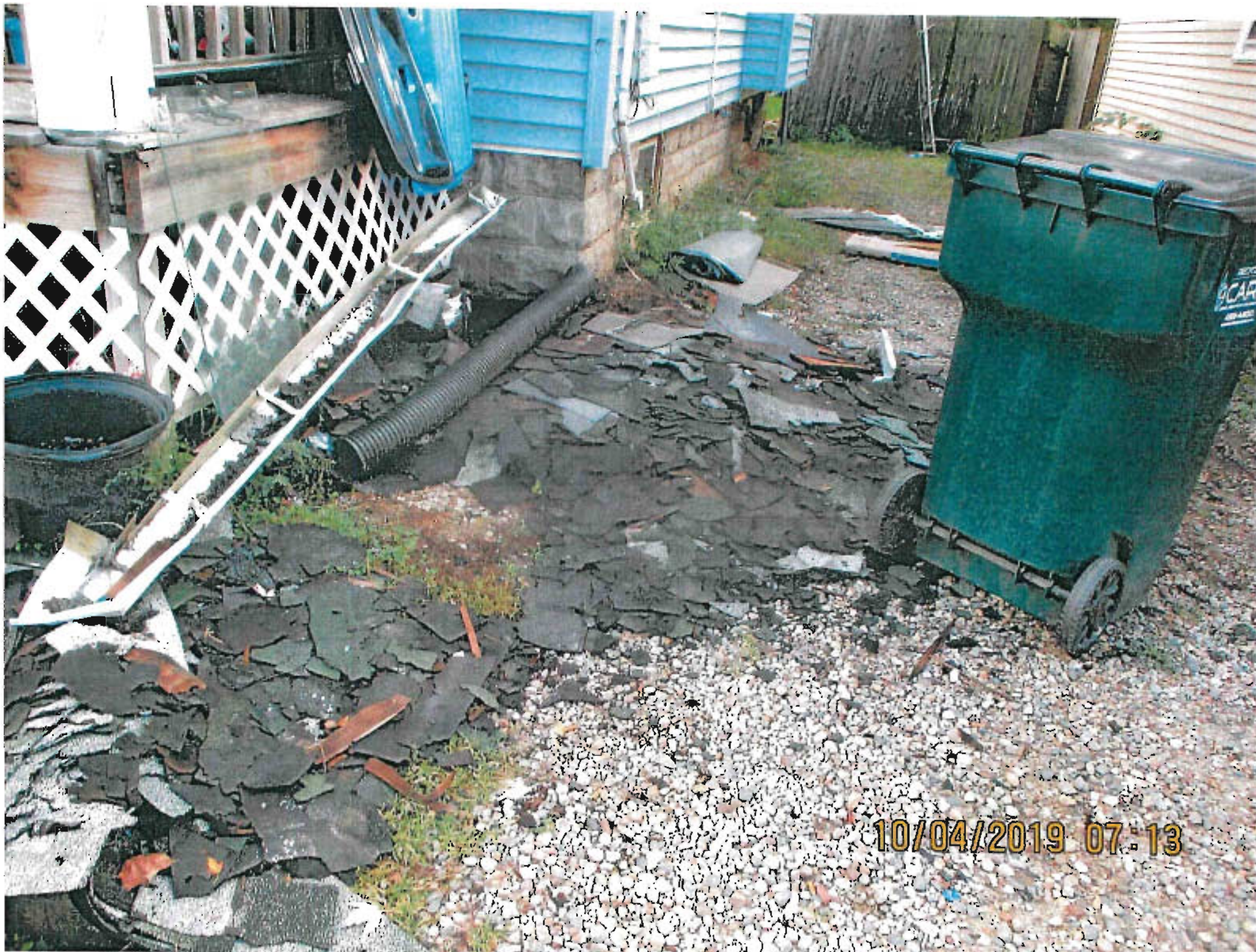


10/04/2019 07:10





10/04/2019 07:12











10/04/2019 07:15





10/04/2019 07:16



10/04/2019 07:16



10/04/2019 07:19





10/04/2019 13:22



10/04/2019 19:23



10/04/2019 19:23





10/04/2019 19:24



10/04/2019 19:24



10/04/2019 19:24



10/04/2019 19:24



10/04/2019 19:25



10/04/2019 19:25



10/07/2019 07:10



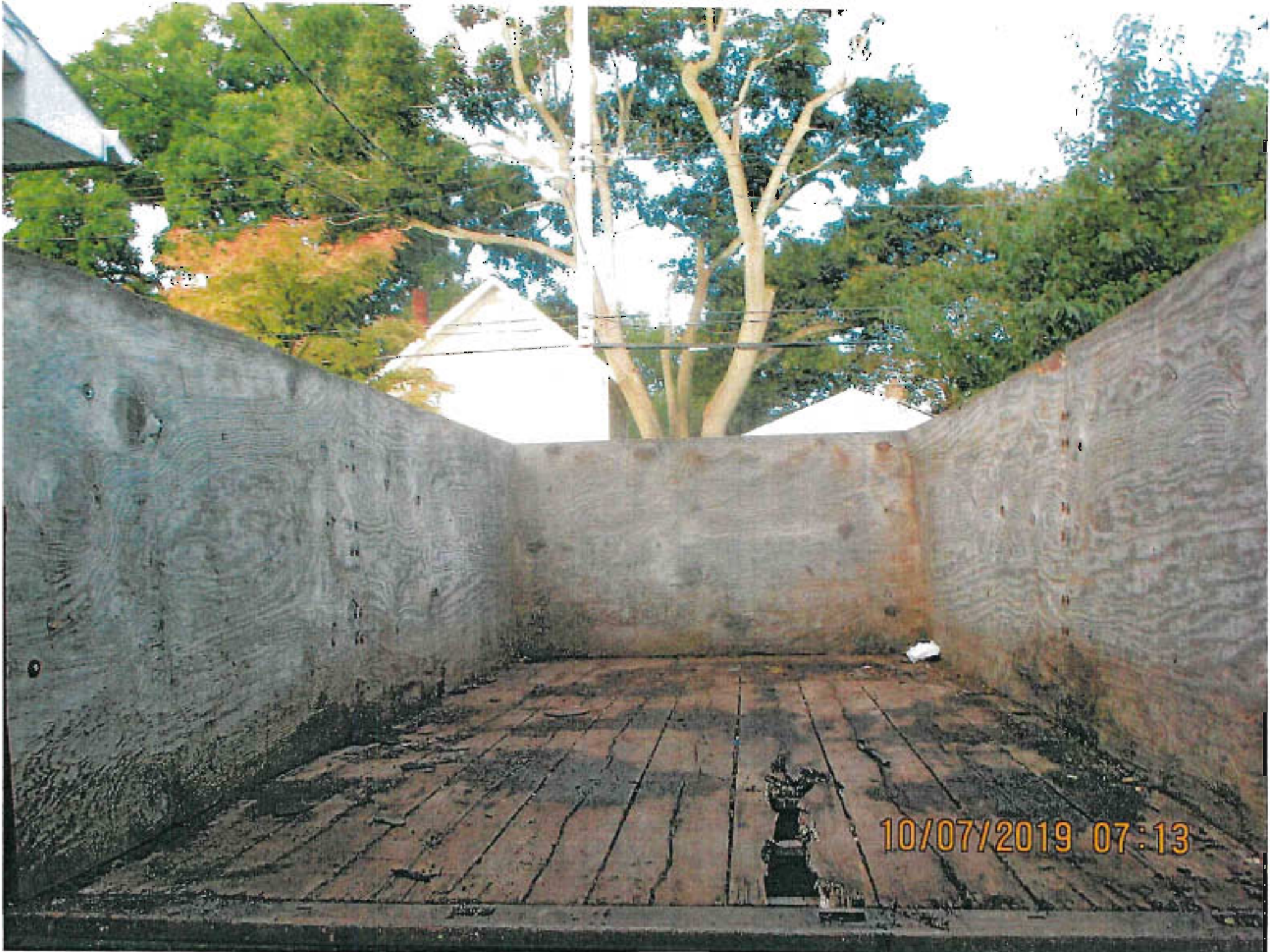




10/07/2019 07:10



10/07/2019 07:11



10/07/2019 07:13

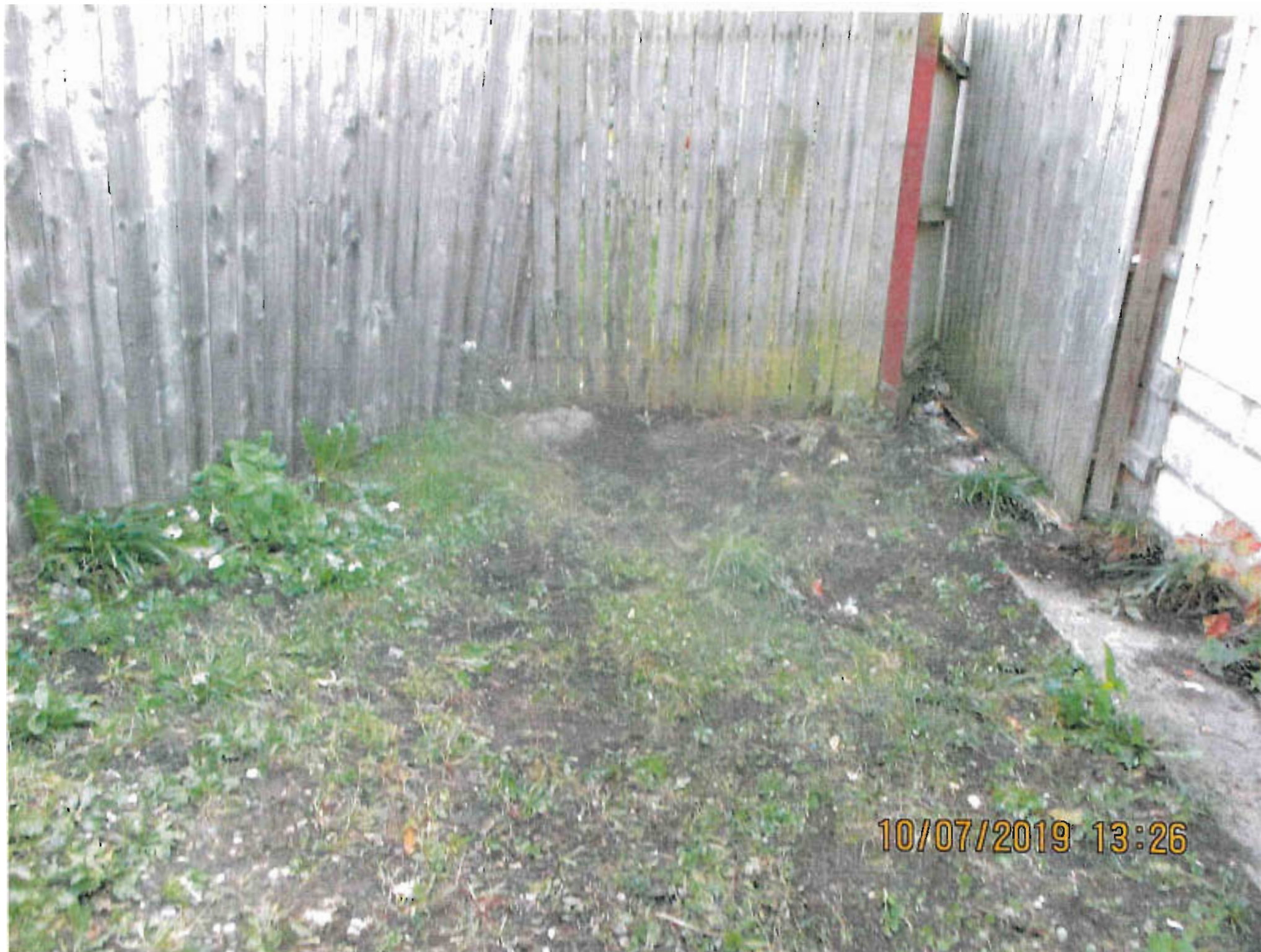


10/07/2019 07:14





10/07/2019 13:26



10/07/2019 13:26







10/07/2019 13:26



10/07/2019 13:26

As of 2/21/2020

1320 VERMONT AVE LANSING, MI 48906 (Property Address)

Parcel Number: 33-01-01-10-182-071



Property Owner: RENSHAW CURTIS & ROSEMARY

Summary Information

- > Residential Building Summary
 - Year Built: 1923
 - Full Baths: 1
 - Sq. Feet: 1,050
- Bedrooms: 0
- Half Baths: 0
- Acres: 0.100
- > Assessed Value: \$26,200 | Taxable Value: \$25,799
- > Property Tax information found
- > 11 Building Department records found

Item 1 of 3 1 Image / 2 Sketches

Owner and Taxpayer Information

Owner	RENSHAW CURTIS & ROSEMARY 13018 WOOD RD BATH, MI 48808	Taxpayer	SEE OWNER INFORMATION
--------------	--	-----------------	-----------------------

General Information for Tax Year 2019

Property Class	RESIDENTIAL – IMPROVED	Unit	33 CITY OF LANSING - INGHAM
School District	LANSING	Assessed Value	\$26,200
MAP #	P -0350 -0153	Taxable Value	\$25,799
TOP TEN	Not Available	State Equalized Value	\$26,200
NEW PERMITS	Not Available	Date of Last Name Change	11/03/2016
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
TYPE CODE	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date	12/30/1997
Principal Residence Exemption	June 1st Final
2019	0.0000 % 0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2018	\$26,200	\$26,200	\$25,195
2017	\$25,400	\$25,400	\$24,677
2016	\$25,000	\$25,000	\$24,457

Land Information

Zoning Code	Not Available	Total Acres	0.100
Land Value	\$7,000	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	CUSHION, FRANKLIN HGTS & CAPITOL HGTS	Mortgage Code	00050
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No
Lot(s)	Frontage	Depth	
Lot 1	33.00 ft	132.00 ft	
Total Frontage: 33.00 ft		Average Depth: 132.00 ft	

Legal Description

LOT 114 CAPITOL HEIGHTS

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
09/01/2013	\$0.00	QC	MELLON DEVELOPMENT GROUP	RENSHAW CURTIS & ROSEMARY	OTHER	2013 042879

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
05/06/2008	\$1.00	QC	RENSHAW CURTIS & ROSEMARY	MELLON DEVELOPMENT GROUP	CASH/CONV-NOT USED	L3307-P442
06/28/2007	\$38,000.00	WD	US BANK NATIONAL ASSOCIATION	RENSHAW CURTIS & ROSEMARY	CASH	L3272-P620
03/16/2006	\$76,876.00	SD	WUDYKA LAWRENCE C & SHERIFF'S SALE	US BANK NATIONAL ASSOCIATION	OTHER	L3217-P39
06/24/2005	\$77,000.00	WD	TUCK SUE A	WUDYKA LAWRENCE C	CASH	L3173-P215
09/12/2000	\$0.00	QC	TUCK BRUCE P & SUE A	TUCK SUE A	CASH/CONV-NOT USED	2867/845
03/01/1993	\$31,000.00	WD			CONV	

Building Information - 1050 sq ft 2 STY (Residential)

General

Floor Area	1,050 sq ft	Estimated TCV	<i>Not Available</i>
Garage Area	0 sq ft	Basement Area	520 sq ft
Foundation Size	520 sq ft		
Year Built	1923	Year Remodeled	<i>Not Available</i>
Occupancy	Single Family	Class	C
Effective Age	96 yrs	Tri-Level	No
Percent Complete	100%	Heat	Forced Air w/ Ducts
AC w/Separate Ducts	No	Wood Stove Add-on	No
Basement Rooms	0	Water	<i>Not Available</i>
1st Floor Rooms	0	Sewer	<i>Not Available</i>
2nd Floor Rooms	0	Style	2 STY
Bedrooms	0		

Area Detail - Basic Building Areas

Height	Foundation	Exterior	Area	Heated
2 Story	Basement	Siding	520 sq ft	2 Story

Area Detail - Overhangs

Area	Story Height	Exterior	Included in Size for Rates
10 sq ft	1 Story	Siding	1

Basement Finish

Recreation	0 sq ft	Recreation % Good	0%
Living Area	0 sq ft	Living Area % Good	0%
Walk Out Doors	0	No Concrete Floor Area	0 sq ft

Plumbing Information

3 Fixture Bath	1
-----------------------	---

Porch Information

WCP (1 Story)	119 sq ft	Foundation	Standard
WGEP (1 Story)	35 sq ft	Foundation	Standard

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

1320 VERMONT AVE LANSING, MI 48906 (Property Address)

Parcel Number: 33-01-01-10-182-071

**Property Owner: VINCENT DAVID****Summary Information**

> Residential Building Summary

- Year Built: 1923 - Bedrooms: 0
 - Full Baths: 1 - Half Baths: 0
 - Sq. Feet: 1,050 - Acres: 0.100

> Assessed Value: \$29,000 | Taxable Value: \$26,289

> Property Tax information found

> 11 Building Department records found

Item 1 of 3

1 Image / 2 Sketches

Owner and Taxpayer Information**Owner**

VINCENT DAVID
 10917 LAINGSBURG RD
 LAINGSBURG, MI 48848

Taxpayer

SEE OWNER INFORMATION

General Information for Tax Year 2020

Property Class	RESIDENTIAL – IMPROVED	Unit	33 CITY OF LANSING - INGHAM
School District	LANSING	Assessed Value	\$29,000
MAP #	P -0350 -0153	Taxable Value	\$26,289
TOP TEN	Not Available	State Equalized Value	\$29,000
NEW PERMITS	Not Available	Date of Last Name Change	03/04/2020
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
TYPE CODE	Not Available	Exemption	No Data to Display

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2019	\$26,200	\$26,200	\$25,799
2018	\$26,200	\$26,200	\$25,195
2017	\$25,400	\$25,400	\$24,677

Land Information

Zoning Code	Not Available	Total Acres	0.100
Land Value	\$6,983	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	CUSHION, FRANKLIN HGTS & CAPITOL HGTS	Mortgage Code	00050
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	33.00 ft	132.00 ft
Total Frontage: 33.00 ft		Average Depth: 132.00 ft

Legal Description

LOT 114 CAPITOL HEIGHTS

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
01/21/2020	\$0.00	QC	RENSHAW CURTIS & ROSEMARY	VINCENT DAVID	CASH	UNRECORDED
09/01/2013	\$0.00	QC	MELLON DEVELOPMENT GROUP	RENSHAW CURTIS & ROSEMARY	OTHER	2013 042879
05/06/2008	\$1.00	QC	RENSHAW CURTIS & ROSEMARY	MELLON DEVELOPMENT GROUP	CASH/CONV-NOT USED	L3307-P442
06/28/2007	\$38,000.00	WD	US BANK NATIONAL ASSOCIATION	RENSHAW CURTIS & ROSEMARY	CASH	L3272-P620

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
03/16/2006	\$76,876.00	SD	WUDYKA LAWRENCE C & SHERIFF'S SALE	US BANK NATIONAL ASSOCIATION	OTHER	L3217-P39
06/24/2005	\$77,000.00	WD	TUCK SUE A	WUDYKA LAWRENCE C	CASH	L3173-P215
09/12/2000	\$0.00	QC	TUCK BRUCE P & SUE A	TUCK SUE A	CASH/CONV-NOT USED	2867/845
03/01/1993	\$31,000.00	WD			CONV	

Building Information - 1050 sq ft 2 STY (Residential)

General

Floor Area	1,050 sq ft	Estimated TCV	Not Available
Garage Area	0 sq ft	Basement Area	520 sq ft
Foundation Size	520 sq ft		
Year Built	1923	Year Remodeled	Not Available
Occupancy	Single Family	Class	C
Effective Age	96 yrs	Tri-Level	No
Percent Complete	100%	Heat	Forced Air w/ Ducts
AC w/Separate Ducts	No	Wood Stove Add-on	No
Basement Rooms	0	Water	Not Available
1st Floor Rooms	0	Sewer	Not Available
2nd Floor Rooms	0	Style	2 STY
Bedrooms	0		

Area Detail - Basic Building Areas

Height	Foundation	Exterior	Area	Heated
2 Story	Basement	Siding	520 sq ft	2 Story

Area Detail - Overhangs

Area	Story Height	Exterior	Included in Size for Rates
10 sq ft	1 Story	Siding	1

Basement Finish

Recreation	0 sq ft	Recreation % Good	0%
Living Area	0 sq ft	Living Area % Good	0%
Walk Out Doors	0	No Concrete Floor Area	0 sq ft

Plumbing Information

3 Fixture Bath	1
-----------------------	---

Porch Information

WCP (1 Story)	119 sq ft	Foundation	Standard
WGEP (1 Story)	35 sq ft	Foundation	Standard

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

Permit Details: PB19-2077Property Address: 1320 VERMONT AVE, LANSING, MI 48906 | Parcel: [33-01-01-10-162-071](#)**Property Owner:** VINCENT DAVID**Permit Information**

Number	PB19-2077	Category	<i>No Data to Display</i>
Type	Roofing & Siding	Status	FINALED
Applied Date	12/17/2019	Expire Date	06/27/2020
Issue Date	12/26/2019	Finaled Date	12/30/2019
Work Description	Tear off and re-roof		
Stipulations	<i>Not Available</i>		

Contractor Information

Address	DAVID VINCENT 10917 LAINGSBURG RD Laingsburg, MI 48848		
Phone	(517) 712 1394	Fax	<i>No Data to Display</i>
Mobile	<i>No Data to Display</i>	Other Phone	<i>No Data to Display</i>

Applicant Information

Address	DAVID VINCENT 10917 LAINGSBURG RD Laingsburg, MI 48848		
Phone	<i>No Data to Display</i>	Fax	<i>No Data to Display</i>
Mobile	<i>No Data to Display</i>	Other Phone	<i>No Data to Display</i>

Owner Information

Address	RENSHAW CURTIS & ROSEMARY 13018 WOOD RD BATH, MI 48808		
Phone	<i>No Data to Display</i>	Fax	<i>No Data to Display</i>
Mobile	<i>No Data to Display</i>	Other Phone	<i>No Data to Display</i>

Licensee Information

Address			
Phone	<i>No Data to Display</i>	Fax	<i>No Data to Display</i>
Mobile	<i>No Data to Display</i>	Other Phone	<i>No Data to Display</i>

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

OUT OF COMMITTEE ON 2/25/2020

BY THE COMMITTEE ON GENERAL SERVICES
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, Curtis and Rosemary Renshaw, via representative David Vincent, sought to eliminate a special assessment of \$4,955 for trash removal and all associated penalties and interest, on the property tax bill for 1320 Vermont Avenue (ID #33-01-01-10-182-071); and

WHEREAS, upon filing a claim to the Committee on General Services, the Committee met on February 25, 2020 with David Vincent and granted the claim in the amount of \$1,255.00, denying the balance of \$3,700.00.

THEREFORE, BE IT RESOLVED, the City Council, hereby, grants the claim in the amount of \$1,255.00, denying the balance of \$3,700.00 for the trash removal violations and all associated penalties and interest on the property tax bill for 1320 Vermont Avenue (Tax ID #33-01-01-10-182-071).

BE IT FURTHER RESOLVED, that the City Attorney shall take the appropriate steps to process this claim.



Andy Schor, Mayor

CITY OF LANSING

PURCHASING OFFICE
1110 S. Pennsylvania Ave.
Lansing, Michigan 48912
(517) 702-6197

http://www.lansingmi.gov/finance/787/purchasing

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
(2) Have not, within the three-year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
(b) For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
(c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Purchasing Ordinance, Sec. 206.02 (a) (1) (G).

I am able to certify to the above statements. [] I am unable to certify to the above statements. Attached is my explanation.

DAVID & LORI TOMLINSON

Name of Agency/Company/Firm (Please Print)

LORI A. TOMLINSON

Name and title of authorized representative (Please Print)

Lori A. Tomlinson

Signature of authorized representative

2-24-2020

Date

CITY OF LANSING
 PURCHASING OFFICE
 1110 S. PENNSYLVANIA
 LANSING, MICHIGAN 48912

THIS IS NOT AN ORDER
 NOTE: If your bid/quotation is not returned and completed on this form, it may not be considered.
 Bid/quotation number must appear on outside of return envelope.

REQUEST FOR BID # B/20/066 FOR: GRASS MOWING CONTRACTOR, SPECIAL SERVICES

DATE: JAN. 24, 2020 EDP – CODE ENFORCEMENT DIVISION

SEALED BIDS DUE 2:00 PM, LOCAL TIME IN EFFECT FEB. 25, 2020

The City of Lansing Purchasing Office requests bids for GRASS MOWING CONTRACTOR, SPECIAL SERVICES FOR EDP/CODE ENFORCEMENT per the specifications in this document.

ITEM	QTY	DESCRIPTION
1		<p>Hourly Rate bid for grass mowing in accordance with these specifications is:</p> <p>\$ <u>85.00</u> per hour – rate is all inclusive. The hourly rate established by this contract includes all equipment, means, and methods necessary to complete the work as specified. The charge for work performed under this contract shall be computed by multiplying the per hour charge by the actual time required to complete all cutting and other related work.</p>

The City reserves the right to accept any bid, to reject any or all bids and to make the award in the best interest of the City. The City reserves the right to award to more than one vendor.

All vendors shall be current in payment of any taxes, licenses, fees, permits or any other monies due the City of Lansing at time of bid due date as per City of Lansing Ordinance Section 206.02(a)1(G).

Any contractual or bid package questions should be directed to Stephanie Robinson at (517) 702-6197. Technical questions should be directed to Scott Sanford at (517) 483-6946.

FEDERAL I.D.#: _____	ADDRESS <u>2500 PINCH HWY</u>	NOTE: Bid results will only be released via email or on the Internet at www.mifn.info
COMPANY <u>DAVID & LORI TOMLINSON</u>	CITY & STATE <u>CHARLOTTE, MI</u>	
SIGNATURE <u>[Signature]</u>	TELEPHONE <u>517-231-3089</u>	
PRINTED NAME <u>LORI A. TOMLINSON</u>	F.O.B. <u>517-231-3109</u>	
TITLE <u>CO-OWNER</u>	SHIP VIA/ROUTING: _____	
DATE: <u>2-24-2020</u>	TERMS: _____	

MICHIGAN CIVIL RIGHTS ACT
 Contractor shall not discriminate in hiring or its terms and conditions of employment on the basis of race, religion, creed, nation origin, color, sex, marital status, age, height, or weight, nor on the basis of handicap except where the same is based on a bona fide job requirement. Neither shall Contractor discriminate in the sales of products or the rendering of services pursuant to this contract on the basis of any of those categories.

Solicitation Number: B/20/066

Solicitation Name: GRASS MOWING CONTRACTOR, SPECIAL SERVICES

The City of Lansing Purchasing Office is collecting information regarding the use of the MITN e-procurement system. We are also collecting demographic information regarding Lansing based business. This form will not be used during the evaluation of bids or proposals. You may return this sheet, which is voluntary, with your submittal or shortly thereafter. Please, do not staple this to your bid document.

I. Where did your firm receive of this solicitation? Please check all that apply.

City of Lansing Purchasing Web Page <http://www.mitn.info>

City of Lansing Purchasing Office

Other, please

list: code - compliance

II. Demographic Information:

Is your firm located or have a business office within the corporate city limits of Lansing
yes no

III. Company Information

Federal Tax ID Number

DAVID & LORI TOMLINSON

Firm Name

2500 PINCH HWY CHARLOTTE MI 48813

Address (Street, City, State, ZIP)

517-231-3089 517-231-3109 517-543-7990

Phone Number

Fax Number

tomlinson1953@gmail.com

Web Site Address

Email Address

Contact Person LORI TOMLINSON

Thank you for your participation.

covered by property damage insurance in the amount of \$1,000,000. All of the above insurance shall be maintained during the life of this contract. The City shall be carried as an "additional insured". Partial payments shall not relieve the contractor from full responsibility for any damage which may result from any cause including payment. Any casualties shall not relieve the contractor from performing the contract. All insurance must include an endorsement providing for twenty (20) days prior written notice of termination, expiration, or material change of terms. The contractor shall also provide a copy, if requested, of a City of Lansing business license for the work as contracted before work is started.

REQUIRED BIDDER DOCUMENTATION:

Bidders must present the following with their bid or they will be considered non-responsive to the specifications and will not be considered for a bid award.

1. A description of the bidder's experience and qualifications pertaining to the requirements described herein, in particular their experience with a project of this size and scope.
2. A listing of emergency contact phone and cell numbers for requesting service information.
3. Describe your on-call capabilities to perform the size and scope of this project.
4. A chart of the company's organizational structure and number of staff. How many staff will be assigned to this project and what is their experience level?
5. An address, square footage, equipment storage capabilities, and any other information on your warehouse facility and/or storage facility that you would utilize to service the size and scope of this contract. List available hours of operation so a site inspection can be scheduled.
6. All required proofs of insurance as indicated in the specifications.
7. Provide a complete listing of all tools, equipment, year, make, model, working condition or not, and if paid for or not. Include information on the trailer, truck, etc that you utilize to transport your equipment. Provide make, model, year and if it is paid for or not.
8. Do you anticipate having to purchase equipment in order to service this contract?
9. A list of photo equipment including date stamping digital, make, model, and year.

<u>DAVID & LORI TOMLINSON</u>		<u>2500 PINCH HWY CHARLOTTE</u>	
Firm Name		Address (Street, City, State, ZIP)	MI, 48013
<u>517-231-3089</u>		<u>517-543-7990</u>	
Phone Number		Fax Number	
<u>tomlinson1953@gmail.com</u>		<u>LORI Tomlinson</u>	
E-mail Address		Contact Person	

REQUIRED BIDDER DOCUMENTATION

1. Enclosed is a letter showing experience & qualifications.
2. Emergency contact information: David Tomlinson 517-231-3109, Lori Tomlinson 517-231-3109 also any emails sent to the tomlinson1953@gmail.com can be seen at any time of the day if anyone needs to get in touch with us.
3. Our on-call capabilities are seven days a week from 7am-dusk. We have mowed weekends & holidays to stay current with the schedule and to be able to make up for any rain days.
4. Chart enclosed showing organizational structure.
5. Storage facility for equipment: 2500 Pinch Hwy, Charlotte, MI our personal garage and 6385 Otto Road, Charlotte, MI 3,200 square foot pole barn. Hours of operation are whenever anyone would like to schedule a time out, we can be 100% available.
6. In process of quoting new business insurance, obviously it will not go into effect until mowing season starts. Copies of insurance companies that we are looking at are attached.
7. Equipment list attached. (Pictures also enclosed showing some of the equipment)
8. We purchased equipment in 2019. We do not anticipate needing to purchase any new equipment in 2020.
9. Two digital camera's Sony Cyber Shot & Polaroid iEX29. Both within 5 years old. (Pictures enclosed of camera's). Planning on purchasing a new digital camera this year.

David & Lori Tomlinson
2500 Pinch Hwy
Charlotte, MI 48813
517-543-7990 (H)
517-231-3089 (C-David)
517-231-3109 (C-Lori)

February 24, 2020

City of Lansing
Purchasing Office
C/O LBWL
1110 S Pennsylvania Avenue
Lansing, MI 48912

RE: "B/20/066 GRASS MOWING CONTRACTOR, SPECIAL SERVICES"

To Whom It May Concern:

David and I would like to thank you for this opportunity to enter our bid for continued services for the City of Lansing. We would very much like to be considered as a serious contender for the lawn service needs for your community. To help you with your decision on what lawn service that would best serve your community to the upmost standards it requires, here is a brief history of our company.

We established our lawn service company back in April of 1997. We had been doing mowing services since 1989 while being employed full time at an Agricultural Ventilation Company. We had built up enough clientele to try a new and exciting adventure on our own. We acquired Olivet College in fall of 1997, but due to budget constraints, Olivet College decided to take all grounds maintenance back in house in 2001. This allowed them to have students help to work off tuition and room and boarding conflicts.

Our duties there included the mowing and weed whipping of the entire College Campus, which was approximately 26 acres, spraying for broadleaf, painted lines for the band camps, football practices and games, trash pick up and snow plowing and shoveling during the winter months.

In 2001, we acquired the City of Olivet. We maintained the baseball fields, park, cemetery and sewer ponds. We took pride in a job well done by maintaining the up keep of such an old cemetery along with the other areas we mowed, and knowing that, we would be able to accomplish the duties required for your community. Unfortunately, we were underbid by another competitor for the 2004/2005 mowing season, so we no longer held that contract. We also did mowing services for local residents in the Charlotte/Dimondale/Grand Ledge/Olivet/Potterville communities.

Since we initially were contracted by the City of Lansing back in 2012 to finish off the year, for reasons unknown to us, we were making an hourly of \$117. We then submitted a bid for the 2013 mowing season and took a significant cut in pay quoting \$65 and acquired the contract. We provided these services at this rate until spring 2019 where we were able to obtain services for \$85 with the understanding that there would be a new bidding process in 2020 where we are at today.

David and I have been providing lawn mowing services to the City of Lansing since 2012 and also the Glenburne Community which has come back to us to maintain in April 2017. We take pride of the jobs we do. We treat each yard as if it were a true customer of our own, leaving with compliments from the neighbors that surround these properties. We also have a great working relationship with Scott Sanford and all of the Code Compliance Officers.

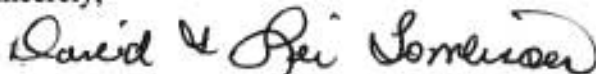
Anytime we are at a property that has unnecessary damage done to it, like a broken window, door open etc, we take pictures and send an email to the Code Compliance Officer so that it can be taken care of immediately. We may also send an email with a reminder of trash for the "just in case" it was missed. There are also many times that a neighbor comes to us with a complaint and we also let them know we will pass it along so that they do not feel ignored.

We have enclosed copies of insurance bids. We are in the process of shopping for new pricing. We will have that go into effect once the mowing season begins. If any adjustments need to be made to our insurance, we would be happy to make any changes that you would require. One was direct through Acuity and the other is through the David Chapman Company, but also through Acuity and Farm Bureau-The Main Street America Group.

In the past, I know that I have given you references in case you wanted to confirm our work ethics. But I've just enclosed a few pictures from previous mows so that you can see what it is that we have done in the past.

Please also find enclosed the additional information that is requested on the bid spec sheet. We thank you for this opportunity to submit our bid and we look forward to hearing your decision. We take pride in a job well done and we would appreciate the opportunity to show you just that!

Sincerely,



David B. and Lori A. Tomlinson
Co-Owners

Company's Organizational Structure

David & Lori Tomlinson, Co-Owners & Full-Time Employee's (Both 27 years experience)

Zachary Tomlinson, Full-Time Employee (15 years experience)

Justin Vorce, Full-Time Employee (5 years experience)

Contractors as needed:

Tomlinson Professional Services has four crews available upon request (13 years experience)



Andy Schor, Mayor

CITY OF LANSING
PURCHASING OFFICE
1110 S. Pennsylvania Ave.
Lansing, Michigan 48912
(517) 702-6197

<http://www.lansingmi.gov/finance/787/purchasing>

January 24, 2020

NOTICE TO BIDDERS

B/20/066

GRASS MOWING CONTRACTOR. SPECIAL SERVICES

The City of Lansing officially distributes all Purchasing documents through the Michigan Inter-governmental Trade Network (MITN) and the City of Lansing Purchasing Office. Our office no longer mails bid documents, notices or addendums to our vendors. To register for the MITN system or access bid information, including addendums, go to www.mitn.info

Sealed Bids marked "**B/20/066 GRASS MOWING CONTRACTOR. SPECIAL SERVICES**" will be accepted at the City of Lansing Purchasing Office, c/o LBWL, 1110 S. Pennsylvania Ave., Lansing, Michigan 48912, until 2:00 p.m., local time in effect on FEBRUARY 25, 2020. Bids will be opened and read aloud immediately thereafter in the conference room.

Bid results will **only** be released via email, self-addressed stamped envelopes or on the Internet at www.mitn.info. Please forward your email request to: stephanie.robinson@lbwl.com If any changes or additions are required for this bid an addendum will be issued by the Purchasing Office. All addenda received shall be listed on the outside of your bid envelope. Any proposal received without each addendum listed by number and date received on the outside of the bid proposal when submitted, may be declared a non-responsive bid.

The City of Lansing encourages bids from all vendors including MBE/WBE and Lansing-based vendors.

The City of Lansing gives preference to Lansing-based job providers in the procurement of all goods and services and will give priority to those firms that provide the City with goods the City may require for this or other projects as made or provided for by United States based firms, with appropriate documentation provided with bid response showing U.S.A. Manufacturing or assembly.

The City strongly encourages general contractors to provide opportunities for minority- and women-owned businesses/subcontractors to participate in this project along with use of Lansing-based businesses.

If you have any questions please contact Stephanie Robinson, CPPB, Senior Buyer, at (517) 702-6197. Technical questions should be directed to Scott Sanford at (517) 483-6946.

Stephanie Robinson CPPB
Senior Buyer



Andy Schor, Mayor

CITY OF LANSING

PURCHASING OFFICE
1110 S. Pennsylvania Ave.
Lansing, Michigan 48912
(517) 702-6197

<http://www.lansingmi.gov/finance/787/purchasing>

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
- (2) Have not, within the three-year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - (b) For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Purchasing Ordinance, Sec. 206.02 (a) (1) (G).

I am able to certify to the above statements. I am unable to certify to the above statements. Attached is my explanation.

Lansing Real Green Lawn Care, Inc

Name of Agency/Company/Firm (Please Print)

Crystal Gomez-Johnson / President

Name and title of authorized representative (Please Print)

Crystal Gomez-Johnson

Signature of authorized representative

02/16/2020

Date

Attention Bidders

The City of Lansing in partnership with the business community recognizes the need to facilitate economic development in our community. As part of the economic growth strategy, the City has incorporated the Local Preference into the City Purchasing policies.

Local Preference Statement:

A Lansing based business that has been deemed responsive and responsible according to the requirements of the Purchasing Ordinance that is within 5% of the low bid will be given an opportunity to match the low bid amount to receive the contract. If there is more than one qualified, responsive and responsible Lansing based bidder, the first opportunity to match the low bid will go to the Lansing based firm with the lowest bid.

If the Lansing based business refuses to match the low bid, the contract will be awarded to the responsive and responsible low bidder.

Projects greater than \$500,000 are exempt from the Ordinance.

Qualifications for Lansing Based Business status:

1) Pay City income taxes on Net Profits

and

2) Pay City property taxes on a plant or office and equipment used for the performance of the contract bid upon - or - other real or personal property in the City of Lansing equivalent in value to such plant or office and equipment for not less than one year prior to determination.

Additional Information:

The full copy of the Ordinance is on file in the Purchasing Office, the City Clerk's office or on the City of Lansing Purchasing Web site located at:

<http://www.lansingmi.gov/finance/787/purchasing>

Solicitation Number: B/20/066

Solicitation Name: GRASS MOWING CONTRACTOR, SPECIAL SERVICES

The City of Lansing Purchasing Office is collecting information regarding the use of the MITN e-procurement system. We are also collecting demographic information regarding Lansing based business. This form will not be used during the evaluation of bids or proposals. You may return this sheet, which is voluntary, with your submittal or shortly thereafter. Please, do not staple this to your bid document.

I. Where did your firm receive of this solicitation? Please check all that apply.

City of Lansing Purchasing Web Page <http://www.mitn.info>

City of Lansing Purchasing Office

Other, please

list: _____

II. Demographic Information:

Is your firm located or have a business office within the corporate city limits of Lansing

yes no

III. Company Information

Federal Tax ID Number _____

Lansing Real Green Lawn Care, Inc

Firm Name

6036 S Cedar St, Lansing, MI 48911

Address (Street, City, State, ZIP)

517-887-4989

Phone Number

517-887-5009

Fax Number

www.lansingrealgreenlawncare.com

Web Site Address

realgreenlawncareinc@gmail.com

Email Address

Kevin or Crystal Johnson

Contact Person

Thank you for your participation.

CITY OF LANSING
 PURCHASING OFFICE
 1110 S. PENNSYLVANIA
 LANSING, MICHIGAN 48912

THIS IS NOT AN ORDER

NOTE: If your bid/quotation is not returned and completed on this form, it may not be considered.
 Bid/quotation number must appear on outside of return envelope.

REQUEST FOR BID # B/20/066 FOR: GRASS MOWING CONTRACTOR, SPECIAL SERVICES

DATE: JAN. 24, 2020 EDP – CODE ENFORCEMENT DIVISION

SEALED BIDS DUE 2:00 PM, LOCAL TIME IN EFFECT FEB. 25, 2020

The City of Lansing Purchasing Office requests bids for GRASS MOWING CONTRACTOR, SPECIAL SERVICES FOR EDP/CODE ENFORCEMENT per the specifications in this document.

ITEM	QTY	DESCRIPTION
1		<p>Hourly Rate bid for grass mowing in accordance with these specifications is:</p> <p>\$ 78.00 _____ per hour – rate is all inclusive. The hourly rate established by this contract includes all equipment, means, and methods necessary to complete the work as specified. The charge for work performed under this contract shall be computed by multiplying the per hour charge by the actual time required to complete all cutting and other related work.</p>

The City reserves the right to accept any bid, to reject any or all bids and to make the award in the best interest of the City. The City reserves the right to award to more than one vendor.

All vendors shall be current in payment of any taxes, licenses, fees, permits or any other monies due the City of Lansing at time of bid due date as per City of Lansing Ordinance Section 206.02(a)1(G).

Any contractual or bid package questions should be directed to Stephanie Robinson at (517) 702-6197. Technical questions should be directed to Scott Sanford at (517) 483-6946.

FEDERAL I.D.# _____	ADDRESS <u>6036 S Cedar St</u>	<small>NOTE: Bid results will only be released via email or on the Internet at www.mln.info</small>
COMPANY <u>Lansing Real Green Lawn Care, Inc</u>	CITY & STATE <u>Lansing, MI 48911</u>	
SIGNATURE 	TELEPHONE <u>517-887-4989</u>	
PRINTED NAME <u>Crystal Gomez-Johnson</u>	F.O.B. _____	
TITLE <u>President</u>	SHIP VIA/ROUTING: _____	
DATE: <u>02/16/2020</u>	TERMS: <u>30 days</u>	

MICHIGAN CIVIL RIGHTS ACT

Contractor shall not discriminate in hiring or its terms and conditions of employment on the basis of race, religion, creed, nation origin, color, sex, marital status, age, height, or weight, nor on the basis of handicap except where the same is based on a bona fide job requirement. Neither shall Contractor discriminate in the sales of products or the rendering of services pursuant to this contract on the basis of any of those categories.

SPECIFICATIONS

CONTRACT PERIOD AND COST:

This Contract will be for a period of one (1) year with the option to extend for additional years in one-year increments, not to exceed an additional four (4) year period. The price shall remain firm for the first year of the contract. Cost increases thereafter will be subject to approval by the City of Lansing. Extensions are subject to review by the Purchasing Division and Code Enforcement Office. At a minimum, the review will include the contractor's job performance, skills and specification compliance, and invoicing compliance.

SCOPE OF WORK:

Work proposed under this contract includes the cutting of residential and commercial lots within the city limits of Lansing. It is the intent of the contract that equipment used is heavy duty commercial type for large acreage, vacant lots, back, side, and front yard of residences and commercial properties. Contractor shall also be capable of cutting stubble and groom cuts when so directed. Work shall also include removal of cut material from the work site and of it being properly disposed of. Date stamped **DIGITAL** pictures are required before and after completing each grass mowing of the designated properties and are subject to approval by the Code Enforcement Office before payment is released.

MINIMUM EQUIPMENT REQUIREMENT:

1. Two units capable of a minimum of 75" cutting width with at least 50 horse-power capacity. Assurance of a back-up unit available in case of breakdown or exceptionally heavy cutting needs. One 60" cut or larger groomer mower unit required for fine cuts as requested. Other cutting equipment as needed to perform work under this contract, i.e. hand-held H.D. commercial weed whips, small mowers of 4.5 HP or larger and other necessary equipment to perform required/specified services.
2. At least two mobile/cellular telephone units capable of communication with the Code Enforcement Office at all times.
3. A **DATE STAMPING DIGITAL** camera is required to take clear and concise before and after mowing pictures at each work site.
4. Within two (2) days after bids are opened, all bidders will be required to make their equipment available for inspection and show proof of ownership. If unable to do so, the bid will be declared non-responsive.

5. A computer with a dedicated e-mail address to receive work orders from the City of Lansing.

INVOICING:

Contractor must submit all invoices via regular mail to the Code Enforcement Office at 316 N. Capitol Avenue, Suite C1, Lansing, Michigan, 48933, within 5 days of completion of each 10-day work cycle. All invoices submitted to the City must be numbered, and must list, at a minimum, the parcel number of each location, date, and number of hours at each site. Pictures must be supplied on a **flash drive** and identify each property by address, and provided with each invoice. Each invoice breakdown is to also include the following information per property.

1. Starting time of work
2. Ending time of work
3. Rain delay information/notes and a listing of the rain dates.
4. Any other pertinent information that may be necessary to explain any additional costs as noted on invoice.

PAYMENT BOND:

The successful bidder will within ten (10) days of the notice of bid award provide the City with a payment bond as security for the payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature employed or used by them in performing the work as specified with the bid documents/contract.

CITY PROVIDED INFORMATION:

The City will provide to the successful contractor parcel maps. The City will also conduct a post-bid meeting, if needed, with the contractor to reiterate all requirements and expectations in the performance of this contract.

CONTRACT PERFORMANCE:

The contractor must perform the work within ten (10) working days (excluding inclement weather or other reasonable extra ordinary conditions) after notification to proceed is given by the City. If the work is postponed beyond ten (10) calendar days by the contractor, this will result in non-payment for the affected parcels in that 10-day work cycle (sequence). **if no work is performed by the contractor when requested to do so by the City, said contractor shall be removed as an approved vendor and banned from doing business with the City for a period of three (3) years. An alternate original bidder to the contract will be selected as the primary contractor and remain as such at the City's discretion.**

INSURANCE: OTHER REQUIREMENTS:

No work connected with this contract shall be started until the contractor has submitted evidence to the Purchasing Division of the CITY OF LANSING, City of Lansing, that (A) Contractor is in compliance with Michigan Worker's Disability compensation Act, and that (B) Contractor is

covered by property damage insurance in the amount of \$1,000,000. All of the above insurance shall be maintained during the life of this contract. The City shall be carried as an "additional insured". Partial payments shall not relieve the contractor from full responsibility for any damage which may result from any cause including payment. Any casualties shall not relieve the contractor from performing the contract. All insurance must include an endorsement providing for twenty (20) days prior written notice of termination, expiration, or material change of terms. The contractor shall also provide a copy, if requested, of a City of Lansing business license for the work as contracted before work is started.

REQUIRED BIDDER DOCUMENTATION:

Bidders must present the following with their bid or they will be considered non-responsive to the specifications and will not be considered for a bid award.

1. A description of the bidder's experience and qualifications pertaining to the requirements described herein, in particular their experience with a project of this size and scope.
2. A listing of emergency contact phone and cell numbers for requesting service information.
3. Describe your on-call capabilities to perform the size and scope of this project.
4. A chart of the company's organizational structure and number of staff. How many staff will be assigned to this project and what is their experience level?
5. An address, square footage, equipment storage capabilities, and any other information on your warehouse facility and/or storage facility that you would utilize to service the size and scope of this contract. List available hours of operation so a site inspection can be scheduled.
6. **All required proofs of insurance as indicated in the specifications.**
7. Provide a complete listing of all tools, equipment, year, make, model, working condition or not, and if paid for or not. Include information on the trailer, truck, etc that you utilize to transport your equipment. Provide make, model, year and if it is paid for or not.
8. Do you anticipate having to purchase equipment in order to service this contract?
9. A list of photo equipment including date stamping digital, make, model, and year.

Lansing Real Green Lawn Care, Inc 6036 S Cedar St, Lansing, MI 48911

Firm Name

Address (Street, City, State, ZIP)

517-887-4989

517-887-5009

Phone Number

Fax Number

realgreenlawncareinc@gmail.com

Kevin or Crystal Johnson

E-mail Address

Contact Person

A. PREPARATION OF BID: Execute bid fully and properly. Submit the bid on this form in a sealed envelope to this office prior to the opening time when bids will be publicly opened and read aloud.

B. SIGNATURES: All bids, notifications, claims and statements must be signed as follows:

(1) **CORPORATIONS:** Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.

(2) **PARTNERSHIPS:** Signature of one partner shall be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all partners. If bid is signed by all partners no authorization is needed.

C. REJECTION OR WITHDRAWAL: The City reserves the right to reject any bids and to waive any defects in bids. Bids may not be withdrawn within 90 days after opening date without forfeiting bid security.

D. CONTRACT: Upon acceptance by the City, this document will constitute the contract. The contract, however, shall not be in force until the Contractor has complied with all of the requirements of insurance and bonds.

E. DEFAULT TO CITY: It is understood that any bidder who is in default to the City at the time of submittal of the bid shall have his bid under the proposal declared null and void.

GENERAL CONDITIONS

1. DEFINITIONS:

"CITY" - the City of Lansing.

"DIRECTOR" - the head of the Department indicated in the proposal or his authorized representative.

"CONTRACTOR" - the bidder whose proposal is accepted by the City.

"NOTIFICATION" - written notice delivered in person or by mail.

"CONTRACT DOCUMENTS" - this document and supplemental specifications and drawings.

2. CONFLICTS AND OMISSIONS: The intent of the contract documents is to provide everything necessary for the proper execution of the work. In case of conflict, the work shall not proceed until a decision has been agreed upon by all parties concerned. Directors decision shall be final.

3. ROYALTIES, PATENTS, NOTICES AND FEES: Contractor shall give all notices and pay all royalties and fees. He shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof. He shall comply with all laws, ordinances and codes applicable to any portion of the work.

4. MATERIALS AND WORKMANSHIP: Unless otherwise specified all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose. Whenever an article, material, or equipment is specified by name, a substitute of equal qualifications may be used upon the written approval of the Director.

5. OTHER CONTRACTS: The City may let other contracts in connection with the work and the Contractor shall properly connect and coordinate his work with the work of such other contractors to execute their work as may be anticipated by these documents.

6. INSPECTION: Contractor shall at all times permit and facilitate inspection of the work by the Director.

7. TERMINATION FOR BREACH: The City may terminate this contract for violations hereof when violations are not stopped immediately and corrected within a reasonable length of time after notification by the Director. In the event of such termination, the City may complete the contracted work and the contractor will be liable for

any excess cost occasioned the City thereby and in such case the City may take possession of and utilize in completing the work such materials and equipment as may be on the site and necessary therefore.

8. GUARANTEE: Contractor shall furnish the City with a written guarantee to remedy any defects due to faulty materials or workmanship which appear in the work within one year from the date of final acceptance by the City.

9. PAYMENT: Payment for the work will be made in one sum at the completion of the contract except that, at the City's option, partial payments aggregating 90% of the value of the completed work may be made at monthly intervals when the bonds in section 12 are furnished. If Contractor expects to request partial payments he shall submit a schedule of costs and quantities of the various parts of the work aggregating the total contract sum. When applying for payments, Contractor shall submit a statement based upon this schedule, itemized and supported as the Director may require.

Contract will not be considered complete until the work has been finally accepted by the City Unit and the Director and the following have been furnished:

(a) The required guarantees, and

(b) Satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work, have been paid.

(c) If contract is terminated by the City, Contractor shall be entitled solely to payment for that portion of the contract completed by said Contractor at the time of termination minus set off and/or damage to City occasioned by Contractor's breach. Payment shall not be made until after contract project is completed, as determined by the Director.

10. LIABILITY FOR TAXES: When the terms of this contract involves the lease of property real or personal to the City, it is understood that lessor shall be solely responsible for the payment of all taxes of any nature whatsoever that accrue on the property during the terms of the lease.

11. INSURANCE: No work connected with this contract shall be started until the Contractor has submitted evidence to the Director and City Clerk that (a) all workmen are insured to protect him from claims for damages for personal injury or death which may arise from operations under this contract and that (b) he is covered by \$1,000,000.00 combined single limit for personal injury and property damage. All of the above insurance shall be maintained during the life of this contract. The City shall be carried as an "Additional Insured". Partial payments shall not relieve the Contractor from full responsibility for any damage which may result from any cause including fire or other casualty until completion of the contract and final payment. Any casualties shall not relieve the contractor from performing the contract. All insurance must include an endorsement providing for twenty (20) days prior written notice of termination, expiration, or material change of terms.

12. HOLD HARMLESS: To the fullest extent permitted by law, the contractor/vendor shall indemnify, defend, and hold harmless the City of Lansing, its officers, agents, employees, elected, and appointed officials, and volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission, or failure of the contractor/vendor and any of its officers, agents, employees, and volunteers in satisfying the terms required by this contract.



Andy Schor, Mayor

CITY OF LANSING

PURCHASING OFFICE
1110 S. Pennsylvania Ave.
Lansing, Michigan 48912
(517) 702-6197

<http://www.lansingmi.gov/finance/787/purchasing>

January 27, 2020

NOTICE TO BIDDERS

B/20/065

TRASH REMOVAL SERVICES

The City of Lansing officially distributes all Purchasing documents through the Michigan Inter-governmental Trade Network (MITN) and the City of Lansing Purchasing Office. Our office no longer mails bid documents, notices or addendums to our vendors. To register for the MITN system or access bid information, including addendums, go to www.mitn.info

Sealed Bids marked "B/20/065, TRASH REMOVAL SERVICES" will be accepted at the City of Lansing Purchasing Office, 1110 S. Pennsylvania Ave., Lansing, Michigan 48912, until 2:00 p.m., local time in effect on FEB. 25, 2020. Bids will be opened and read aloud immediately thereafter in the conference room.

Bid results will **only** be released via email, self-addressed stamped envelopes or on the Internet at www.mitn.info. Please forward your email request to: Stephanie.robinson@lbwl.com

If any changes or additions are required for this bid an addendum will be issued by the Purchasing Office. All addenda received shall be listed on the outside of your bid envelope. Any proposal received without each addendum listed by number and date received on the outside of the bid proposal when submitted, may be declared a non-responsive bid.

The City of Lansing encourages bids from all vendors including MBE/WBE vendors.

The City of Lansing gives preference to Lansing-based job providers in the procurement of all goods and services, along with those products of United States manufacture and assembly.

Any contractual or bid package questions should be directed to Stephanie Robinson at (517) 702-6197. Technical questions should be directed to Scott Sanford at 517-483-6946

Stephanie Robinson CPPB
Senior Buyer

Attention Bidders

The City of Lansing in partnership with the business community recognizes the need to facilitate economic development in our community. As part of the economic growth strategy, the City has incorporated the Local Preference into the City Purchasing policies.

Local Preference Statement:

A Lansing based business that has been deemed responsive and responsible according to the requirements of the Purchasing Ordinance that is within 5% of the low bid will be given an opportunity to match the low bid amount to receive the contract. If there is more than one qualified, responsive and responsible Lansing based bidder, the first opportunity to match the low bid will go to the Lansing based firm with the lowest bid.

If the Lansing based business refuses to match the low bid, the contract will be awarded to the responsive and responsible low bidder.

Projects greater than \$500,000 are exempt from the Ordinance.

Qualifications for Lansing Based Business status:

1) Pay City income taxes on Net Profits

and

2) Pay City property taxes on a plant or office and equipment used for the performance of the contract bid upon - or - other real or personal property in the City of Lansing equivalent in value to such plant or office and equipment for not less than one year prior to determination.

Additional Information:

The full copy of the Ordinance is on file in the Purchasing Office, the City Clerk's office or on the City of Lansing Purchasing Web site located at:

<http://www.lansingmi.gov/finance/787/purchasing>

Solicitation Number & Name: B/20/065 TRASH REMOVAL SERVICES

The City of Lansing Purchasing Office is collecting information regarding the use of the MITN e-procurement system. We are also collecting demographic information regarding Lansing based business. This form will not be used during the evaluation of bids or proposals. You may return this sheet, which is voluntary, with your submittal or shortly thereafter. Please, do not staple this to your bid document.

I. Where did your firm receive of this solicitation? Please check all that apply.

City of Lansing Purchasing Web Page <http://www.mitn.info>

City of Lansing Purchasing Office

Other, please list: _____

II. Demographic Information:

Is your firm located or have a business office within the corporate city limits of Lansing
yes _____ no

III. Company Information

Federal Tax ID Number _____

Eric's Refuse LLC

Firm Name

Mailing Address

16916 Turner Rd Lansing, MI 48906 P.O. Box 16035 Lansing MI 48901

Address (Street, City, State, ZIP)

517-3725871 - 517-290-7350

Phone Number

Fax Number

Eric Crutcher

Web Site Address

Contact Person

Thank you for your participation.

CITY OF LANSING
 PURCHASING OFFICE
 1110 S. PENNSYLVANIA AVE.
 LANSING, MICHIGAN 48912

THIS IS NOT AN ORDER
 NOTE: If your bid/quotation is not returned and completed on this form, it may not be considered.
 Bid/quotation number must appear on outside of return envelope.

REQUEST FOR BID # B/20/065 FOR: TRASH REMOVAL SERVICES

DATE: JAN. 27, 2020 ECONOMIC DEVELOPMENT & PLANNING -CODE ENFORCEMENT
 DIVISION

SEALED BIDS DUE 2:00 PM, LOCAL TIME IN EFFECT FEB. 25, 2020

The City of Lansing Purchasing Office requests bids for TRASH REMOVAL SERVICES as per the attached specifications. Please be sure to submit your bid on this form.

ITEM	DESCRIPTION	RATE
A	Removal of trash in accordance with specs attached	\$ 225 ⁰⁰ First Hour /hour 200 ⁰⁰ per Hr After First Hr.
B	Removal of compactable trash in excess of 3 cubic yards	\$ 34 ⁰⁰ per Y/cu yard
C	Removal of non-compactable materials	\$ 40 ⁰⁰ /cu yards
D	Removal of refrigerators and other appliances w/Freon	\$ 50 ⁰⁰ /Ea
E	Removal of tires up to 32" in diameter, cleaned w/w-o rims	\$ 25 ⁰⁰ /Ea.
F	Removal of tires over 32" in diameter w/wo rims	\$ 60 ⁰⁰ /Ea.

The City reserves the right to accept any bid, to reject any or all bids and to make the award in the best interest of the City

All vendors shall be current in payment of any taxes, licenses, fees, permits or any other monies due the City of Lansing at time of bid due date as per City of Lansing Ordinance Section 206.02(a)1(G).

FEDERAL I.D.# _____	ADDRESS <u>P.O. Box 16035 Lansing MI 48911</u>	NOTE: Bid results will only be released via email or on the Internet at www.mtln.info
COMPANY <u>Eric's Refuse LLC</u>	CITY & STATE <u>Lansing, MI</u>	
SIGNATURE <u>Eric Crutcher</u>	TELEPHONE <u>517-372-5871</u>	
PRINTED NAME <u>Eric Crutcher</u>	F.O.B. _____	
TITLE <u>owner</u>	SHIP VIA/ROUTING: _____	
DATE: <u>2-25-2020</u>	TERMS: _____	

MICHIGAN CIVIL RIGHTS ACT

Contractor shall not discriminate in hiring or its terms and conditions of employment on the basis of race, religion, creed, nation origin, color, sex, marital status, age, height, or weight, nor on the basis of handicap except where the same is based on a bona fide job requirement. Neither shall Contractor discriminate in the sales of products or the rendering of services pursuant to this contract on the basis of any of those categories.

INTRODUCTION

The City of Lansing Economic Development & Planning-Code Enforcement Division request bids on the removal and hauling of trash from properties located within the City of Lansing per the conditions attached.

Contractors's Dump Site: (Location of dump site for waste material). Note: For City of Lansing projects, according to P.A. 641, ALL MATERIALS THAT MUST BE DISPOSED OF IN A LANDFILL, MUST BE SENT TO THE APPROPRIATELY LICENSED LANDFILL IN INGHAM, EATON OR CLINTON COUNTIES ONLY.

I will be using the following approved landfill site(s):

- | | | |
|----|----------------------|----------------------------------|
| 1. | Granger Landfill | 16500 Wood Rd Lansing, MI 48906 |
| | Name | Location |
| 2. | Friedland Industries | 405 E. Maple St Lansing MI 48906 |
| | Name | Location |

SCOPE OF WORK

SCOPE OF WORK:

Work under this contract includes all labor and equipment required for the complete removal of all trash, junk, tree branches, deteriorated appliances, furniture, garbage, animal feces, tires, deteriorated lumber and building materials as well as any other debris as directed by the Code Enforcement Division. The work may be performed on vacant lots, residential or commercial properties within the City of Lansing. The contractor(s) shall perform all work under the contract promptly and efficiently with courtesy to the occupants and property owners.

Photographs shall be taken at each work site to depict "before" and "after" situations.

A sufficient number of pictures will be taken to adequately represent volume and type of materials taken.

The City shall, upon photographic documentation by the contractor that the property is already complied, pay \$25.00 to the contractor in situations where compliance was "Done by Owner" (DBO).

DEFINITION OF TERMS:

HOURLY RATE: The hourly rate established by this contract includes actual work time at the job site required to remove materials described in the Work Authorization generated by the City to the nearest hour for the first hour and the nearest one quarter hour for work time in excess of one hour.

The hourly rate shall specify a crew of two (2) workers at each job site with all equipment necessary to perform the work efficiently and as rapidly as possible unless prior approval is obtained from the Code Enforcement Division.

CUBIC YARD RATE (COMPACTABLE):

The compactable cubic yard rate, in accordance with the provisions set forth in this contract, shall be applied only to quantities of loose trash in excess of three cubic yards removed from any one site and shall be added to the hourly cost of removal.

CUBIC YARD RATE (NON-COMPACTABLE):

The non-compacted cubic yard rate shall be applied to quantities of non-compactable materials in excess of three yards removed from any one site and shall be added to the hourly cost of removal. Non-compactable materials include, but are not limited to, cinder blocks, bricks, concrete, asphalt, building materials, etc.

ESTIMATE/PAYMENT TO CONTRACTOR:

The City shall estimate the time and the quantity of material to be removed in excess of three yards. The contractor shall charge for actual work time at the job site and materials removed in excess of three yards. Contractor may dispute estimated quantities by contacting the Code Enforcement Division prior to removal of the materials. The Code Enforcement Division shall verify actual work time at the site and the actual quantity of material removed. Where actual work time and/or actual loose material removed exceeds estimated quantities, and the contractor does not dispute the estimated quantities prior to performing the work, the payment shall be based on estimated quantities.

DISPUTES: When disputes occur between the contractor and the property owner or the City regarding time at a job site and/or material removed from a job site, the City will, through its review process, make a final determination and when required shall adjust payment to the contractor accordingly. Contractor shall have the opportunity to present data and/or appear at any hearing where such a determination is made.

CONTRACTOR REQUIREMENTS:

1. Contractor shall maintain a rubbish hauler license obtained from the City of Lansing at the time of bid opening, otherwise the bid will be declared non-responsive.
2. Contractor shall obtain and maintain a scrap tire license (to have proof at time of contract award).
3. Contractor shall submit a plan that demonstrates an adequate and acceptable method of Freon disposal which may be verified by the City of Lansing at their discretion.
4. Contractor shall have access to an approved landfill site and shall pay all charges resulting from work under this contract.
5. Contractor shall provide a crew of two (2) workers at each job site with all equipment necessary to perform the work efficiently and as rapidly as possible.
6. Contractor shall assure that all workers must carry paperwork identifying their company and their relationship to the City of Lansing.
7. Contractors must respond and complete a clean up request within ten (10) days but the City prefers that the response be a shorter turn around time (excluding inclement weather or other reasonable extra ordinary conditions) after a Work Authorization is issued by the City. If the work is not completed during this specified period, the City will issue three (3) successive written warning notices of non-performances. After the third notice, the City reserves the right to allocate Work Authorizations to an alternate contractor.
8. The contractor shall investigate each job site for which they have received a Work Authorization from the City. The contractor shall remove those materials described in the Work Authorization. Where all materials described in the order have been previously removed by the property owner (DBO), the contractor may charge \$25.00 for operational expenses.
9. Contractor shall write each arrival and departure time on all billing invoices.
10. When, as determined by the City, a billing does not reflect actual time at the job site as described in the contract, or when a billing does not reflect actual materials removed in excess of three yards, the City reserves the right to reduce the payment to the contractor (See Disputes Division) or to cancel the contract immediately and select an alternate contractor.

12. The City reserves the right to require the contractor to submit a copy of each dump fee with invoices for payment. If the copies are not submitted, payment may be withheld by the City.

MINIMUM EQUIPMENT REQUIREMENTS:

Contractor shall have available to perform work under this contract the following equipment in good working order as determined by the City. Prior to award of contract, the City, represented by two Code Enforcement and one Purchasing Officer, shall inspect such equipment and the contractor shall provide such evidence as may be required by the City to prove ownership and/or availability of such equipment for the life of the contract.

_ One truck with appropriate canvas and other features as may be required by local or state regulations that has "dump" capacity and holds a minimum of fifteen (15) cubic yards.

_ One truck with appropriate canvas and other features as may be required by state of local regulations, that has "dump" capacity and holds a minimum of ten (10) cubic yards.

_ Cellular telephone

_ A vehicle commonly referred to as a "bob-cat" with front-end loader with trailer.

_ Digital camera

_ A dedicated business computer system with Internet access. The City will work with vendor to meet requirements of the City's on-line billing system. Contractor will attach a list of all other equipment that they have available for use under this contract.

INSURANCE:

No work connected with this contract shall be started until the contractor has submitted evidence to the City Purchasing Office that they have obtained the following:

(a) Compliance with the Michigan Worker's Disability Compensation Act

(b) Property Damage Insurance in the amount of \$1,000,000

(c) Public Liability Insurance in the amount of \$1,000,000.

All of the above insurance shall be maintained during the life of this contract. The contractor shall annually submit, to the City, documentation of continued insurance coverage.

The City shall be carried as an "Additional Insured". Partial payments shall not relieve the contractor from full responsibility for any damage which may result from any cause including fire or other casualty until completion of the contract and final payment. Any casualties shall not relieve the contractor from performing the contract. All insurance must include an endorsement providing for twenty (20) days prior written notice of termination, expiration, or material change of terms.

INVOICES:

Contractor shall submit all invoices to the EDP's, Code Enforcement Division Office, 316 N. Capitol Avenue, Lansing, Michigan 48933 within fifteen (15) days of completion of each work order. All invoices for work from the City must be completed by the contractor within fifteen (15) days from receipt of same. All invoices are electronically submitted to the City.

Invoices must be numbered and list: the address (or location in the case of a vacant lot), date, number of hours spent at the job site, and type of materials taken, as well as attached digital pictures and any notes from the contractor that affected the operation.

BID AWARD:

The successful bidder(s) shall demonstrate through experience and/or knowledge, as determined by the City, that they are capable of performing the work defined in this contract in a safe, efficient and courteous manner.

This contract will be for a period of one (1) year with the option to extend for one additional year, up to a maximum of four (4) one-year extensions. Contract extensions are subject to mutual agreement between the contractor and the City 30 days prior to the annual expiration date.

The City reserves the right to accept any proposal, to reject any or all proposals and to make the award in the best interest of the City.

A. PREPARATION OF BID: Execute bid fully and properly. Submit the bid on this form in a sealed envelope to this office prior to the opening time when bids will be publicly opened and read aloud.

B. SIGNATURES: All bids, notifications, claims and statements must be signed as follows:

(1) **CORPORATIONS:** Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.

(2) **PARTNERSHIPS:** Signature of one partner shall be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all partners. If bid is signed by all partners no authorization is needed.

C. REJECTION OR WITHDRAWAL: The City reserves the right to reject any bids and to waive any defects in bids. Bids may not be withdrawn within 90 days after opening date without forfeiting bid security.

D. CONTRACT: Upon acceptance by the City, this document will constitute the contract. The contract, however, shall not be in force until the Contractor has complied with all of the requirements of insurance and bonds.

E. DEFAULT TO CITY: It is understood that any bidder who is in default to the City at the time of submittal of the bid shall have his bid under the proposal declared null and void.

GENERAL CONDITIONS

1. DEFINITIONS:

"CITY" - the City of Lansing.

"DIRECTOR" - the head of the Department indicated in the proposal or his authorized representative.

"CONTRACTOR" - the bidder whose proposal is accepted by the City.

"NOTIFICATION" - written notice delivered in person or by mail.

"CONTRACT DOCUMENTS" - this document and supplemental specifications and drawings.

2. CONFLICTS AND OMISSIONS: The intent of the contract documents is to provide everything necessary for the proper execution of the work. In case of conflict, the work shall not proceed until a decision has been agreed upon by all parties concerned. Directors decision shall be final.

3. ROYALTIES, PATENTS, NOTICES AND FEES: Contractor shall give all notices and pay all royalties and fees. He shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof. He shall comply with all laws, ordinances and codes applicable to any portion of the work.

4. MATERIALS AND WORKMANSHIP: Unless otherwise specified all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose. Whenever an article, material, or equipment is specified by name, a substitute of equal qualifications may be used upon the written approval of the Director.

5. OTHER CONTRACTS: The City may let other contracts in connection with the work and the Contractor shall properly connect and coordinate his work with the work of such other contractors to execute their work as may be anticipated by these documents.

6. INSPECTION: Contractor shall at all times permit and facilitate inspection of the work by the Director.

7. TERMINATION FOR BREACH: The City may terminate this contract for violations hereof when violations are not stopped immediately and corrected within a reasonable length of time after notification by the Director. In the event of such termination, the City

may complete the contracted work and the contractor will be liable for any excess cost occasioned the City thereby and in such case the City may take possession of and utilize in completing the work such materials and equipment as may be on the site and necessary therefore.

8. GUARANTEE: Contractor shall furnish the City with a written guarantee to remedy any defects due to faulty materials or workmanship which appear in the work within one year from the date of final acceptance by the City.

9. PAYMENT: Payment for the work will be made in one sum at the completion of the contract except that, at the City's option, partial payments aggregating 90% of the value of the completed work may be made at monthly intervals when the bonds in section 12 are furnished. If Contractor expects to request partial payments he shall submit a schedule of costs and quantities of the various parts of the work aggregating the total contract sum. When applying for payments, Contractor shall submit a statement based upon this schedule, itemized and supported as the Director may require.

Contract will not be considered complete until the work has been finally accepted by the City Unit and the Director and the following have been furnished:

(a) The required guarantees, and

(b) satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work, have been paid.

(c) If contract is terminated by the City, Contractor shall be entitled solely to payment for that portion of the contract completed by said Contractor at the time of termination minus set off and/or damage to City occasioned by Contractor's breach. Payment shall not be made until after contract project is completed, as determined by the Director.

10. LIABILITY FOR TAXES: When the terms of this contract involves the lease of property real or personal to the City, it is understood that lessor shall be solely responsible for the payment of all taxes of any nature whatsoever that accrue on the property during the terms of the lease.

11. INSURANCE: No work connected with this contract shall be started until the Contractor has submitted evidence to the Director and City Clerk that (a) all workmen are insured to protect him from claims for damages for personal injury or death which may arise from operations under this contract and that (b) he is covered by ~~\$1,000,000.00~~ combined single limit for personal injury and property damage. All of the above insurance shall be maintained during the life of this contract. The City shall be carried as an "Additional Insured". Partial payments shall not relieve the Contractor from full responsibility for any damage which may result from any cause including fire or other casualty until completion of the contract and final payment. Any casualties shall not relieve the contractor from performing the contract. All insurance must include an endorsement providing for twenty (20) days prior written notice of termination, expiration, or material change of terms.

12. HOLD HARMLESS: To the fullest extent permitted by law, the contractor/vendor shall indemnify, defend, and hold harmless the City of Lansing, its officers, agents, employees, elected, and appointed officials, and volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission, or failure of the contractor/vendor and any of its officers, agents, employees, and volunteers in satisfying the terms required by this contract.

GRETCHEN WHITMER
GOVERNORSTATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSINGORLENE HAWKS
DIRECTOR

January 9, 2019

John Simmons
c/o Simmons Properties, LLC
info@glelevators.com

RID # 1901-00057 Reference/Transaction: Transfer Location 2018 Resort Class C & SDM License With Sunday Sales Permit (AM), Sunday Sales Permit (PM), Outdoor Service (1 Area), Catering Permit, (2) Bars And Dance-Entertainment Permit, (Original 550 Resort License, Not At Its Original Location, Must Meet Seating And Food Requirements) From 7786 E Us 10, Walhalla To 419 Spring St, Lansing And Transfer Governmental Unit From Branch Twp, Mason County To Lansing City, 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: Simmons Properties, LLC

Business address and phone number: 419 Spring St, Lansing MI 48912, Ingham County

Home address and phone number of partner(s)/subordinates:

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: Lansing City Clerk



XV B 2

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

Thursday, September 26, 2019

Michael J. Brown, Attorney
C/O BOARD OF TRUSTEES, MICHIGAN STATE UNIVERSITY
mbrown@cebhlaw.com

RID # RQ-1908-14021 **Reference/Transaction:** TRANSFER OWNERSHIP ESCROWED 2019 CLASS C LICENSED BUSINESS WITH SUNDAY SALES PERMIT (PM), ENTERTAINMENT PERMIT, AND SUNDAY SALES PERMIT (AM) FROM HOA RESTAURANT HOLDER, LLC (A DELAWARE LIMITED LIABILITY COMPANY); TRANSFER LOCATION FROM 172 E EDGEWOOD BLVD TO 3535 FOREST RD, STE C88A, LANSING; NEW ADD BAR PERMIT, FOR A TOTAL OF (2) BARS; NEW OUTDOOR SERVICE AREA; NEW SPECIFIC PURPOSE PERMIT (GOLF); TRANSFER CLASSIFICATION FROM CLASS C LICENSE ISSUED UNDER MCL 436.1531 TO CLASS C LICENSE ISSUED UNDER MCL 436.1513(4) (NON-TRANSFERABLE) AT 3535 FOREST RD STE C88A, LANSING, MI 48910-3831 IN 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: BOARD OF TRUSTEES, MICHIGAN STATE UNIVERSITY

Business address and phone number: 3535 FOREST RD STE C88A, LANSING, MI 48910-3831 IN LANSING CITY IN INGHAM COUNTY

Home address and phone number of partner(s)/subordinates:

Board of Trustees, Michigan State University; 426 Auditorium Rd Hannah Administration Building Rm 450 East Lansing MI 48824-1046

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: HOA RESTAURANT HOLDER, LLC (A DELAWARE LIMITED LIABILITY COMPANY) estherm@hooters.com
LANSING CITY chris.swope@lansingmi.gov

MICHIGAN LIQUOR CONTROL COMMISSION
PAT GAGLIARDI, CHAIRMAN
525 W. Allegan St. • P.O. BOX 30005 • LANSING, MICHIGAN 48909
www.michigan.gov/lcc • 866-813-0011



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

Friday, February 21, 2020

L.M. C-Store, Inc.
C/O Roger G. Isaac, Attorney
rgilaw@sbcglobal.net

RID # RQ-2002-02607 **Reference/Transaction:** Transfer ownership 2019 SDD license only with Sunday Sales (PM) permits from Mikho's Party Store Inc – license to be held in conjunction with existing SDM license; Transfer location from 5101 S Pennsylvania Ave, Lansing, MI 48911 to 2200 W Holmes Rd, Lansing, MI 48911

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: L.M. C-Store, Inc.

Business address and phone number: 2200 W Holmes Rd, Lansing, MI 48911

Home address and phone number of partner(s)/subordinates:
Bahardeep Kaur, 833 Laurelwood Dr, Lansing, MI 48917, C: 517-303-6565

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

SR



March 2, 2020

Michigan Liquor Control Commission
Lansing District Office
P.O. Box 30005
Lansing, Michigan 48909

RE: Transfer of SDD License to Bad Habits Party Store, 2200 W. Holmes Rd., Lansing, Mi.
48911

To Whom It May Concern-

The City of Lansing has received notice of a transfer of ownership of a 2019 SDD license only with Sunday Sales (PM) permits from 5101 South Pennsylvania Ave. to 2200 West Holmes Rd. to be held in conjunction with an existing SDM license.

Please consider this letter a formal objection by the General Services Committee of the Lansing City Council to the transfer of the above referenced liquor license(s) to Bad Habits Party Store. This business, positioned at the intersection of Pleasant Grove and Holmes, has had myriad issues pertaining to code and zoning violations, tax delinquency, public safety concerns, and has been a source of great frustration for the residents and business owners in the immediate area. Further, our public safety officers have been tasked with working a great deal of overtime to problem solve public safety issues at the intersection of Pleasant Grove and Holmes, much of which have been created by a few predatory businesses such as Bad Habits. We believe to approve a transfer to this location would be tantamount to rewarding bad behavior, and would also add to the issues that the City of Lansing and its community partners have worked tirelessly to combat.

Due to the aforementioned issues and others created by a few "bad actors", it should be noted that a massive effort has been underway the past four years to rejuvenate the Pleasant Grove and Holmes intersection and to provide the residents in the area, many of whom are economically disadvantaged and fighting substance abuse, with a commercial district they can be proud of and a business climate that will enhance health implications. This effort has included support from the City of Lansing, State of Michigan, the Lansing Economic Area Partnership, the Arts Council of Greater Lansing, the Ingham County Health Department, the Capital Area Soccer League, and most importantly, the residents and business owners in Southwest Lansing that comprise the Southwest Action Group.

**Tenth Floor City Hall
124 W. Michigan Ave.
Lansing, MI 48933
517-483-4177
Fax: 517-483-7630**

In 2016, Southwest Lansing was awarded a grant from the Michigan Economic Development Corporation to study the unique challenges and opportunities in Southwest Lansing (SWLI) and to develop an action plan that would target specific economic development improvements and opportunities at Pleasant Grove and Holmes. In 2017, Pleasant Grove and Holmes was awarded an Invest Health grant from the Robert Wood Johnson Fund to develop new strategies for increasing private and public investments to bolster the business district and improve health outcomes. In 2018, a community crowd-funding campaign was successfully leveraged to transform three blighted properties near the intersection into a park, complete with a soccer field, Kaboom! Playground, walking trails, and more. Additionally, the business owners of the Pleasant Grove and Holmes business district organized a business association in 2018. In the short period of time they have been together, the Southwest Action Group has teamed up with local partners to organize neighborhood cleanups, pull down grants to support facade improvements and neighborhood initiatives, and was successful in having Pleasant Grove and Holmes identified as one of three Neighborhoods of Focus by the City of Lansing. Finally, this group raised funds to purchase a piece of property from one of the adjacent property owners to permanently locate a piece of art that was funded through the City of Lansing's Arts Impact Project. This Spring, a townsquare will be constructed and the art will be placed as a placemaking piece.

In closing, we'd like to express our appreciation for your consideration of this request for support in the denial of the subject liquor license(s) transfer, As the foregoing demonstrates, we have real and historic challenges that we are working diligently to reverse at the intersection of Pleasant Grove and Holmes, many that have been advanced by Bad Habits Party Store. So many have worked tirelessly to this end as the socioeconomic and health implications for local children, adults and seniors are vast. The General Services Committee of the Lansing City Council knows this request has the support of residents, business owners, and neighborhood groups, among others, and we hope you too will consider objecting to the transfer of an SDD License with Sunday Sales (PM) permits from 5101 South Pennsylvania Ave. to 2200 West Holmes Rd.

Kind Regards,

A handwritten signature in cursive script that reads "Adam Hussain".

Adam Hussain
Lansing City Council, 3rd Ward Council Member
Chair, General Services Committee