



AGENDA
Committee on Ways and Means
Thursday, August 23, 2018 @ 8:00 a.m.
Council Conference Room, City Hall
Updated 8/16/2018 p.m.

Councilmember Jody Washington, Chair
Councilmember Kathie Dunbar, Vice Chair
Councilmember Carol Wood, Member

1. Call to Order

2. Minutes

- August 9, 2018

3. Public Comment on Agenda Items

4. Discussion/Action:

A.) RESOLUTION – Grant Acceptance; 2017 Justice Assistance Grant (JAG)

B.) Sole Source Purchase: Human Resources Department request for Segal Waters Consulting as the vendor to provide the job description classification services.

C.) Sole Source Purchase; Public Service Department – Engineering; MSU Extension Services for Habitat Assessment for Endangered Species and Relation Services along the River Trail

D.) RESOLUTION- Communication from Ingham County Board of Commissioners; Resolution to Authorize Submission of a Community Corrections Grant Application

5. Other

FY2019/2020 Budget Policies and Priorities

6. Adjourn

[illegible]



MINUTES

**Committee on Ways and Means
Thursday, August 9, 2018 @ 8:00 a.m.
10th Floor Conference Room, City Hall**

CALL TO ORDER

The meeting was called to order at 8:06 a.m.

ROLL CALL

Council Member Jody Washington, Chair
Council Member Kathie Dunbar, Vice Chairperson -Excused
Council Member Carol Wood, Member

OTHERS PRESENT

LaSondra Crenshaw, Administrative Assistant
Eric Brewer, Council Internal Auditor
Jim Smiertka, City Attorney
Greg Venker, Assistant City Attorney

Minutes

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE MINUTES FROM JULY 12, 2018 AS PRESENTED. MOTION CARRIED 2-0.

Public Comment

No public comment at this time.

Discussion/Action

UPDATE – Hope Soccer Complex:

Mr. Smiertka advised that he had a meeting with the administration earlier this week regarding the lease relating to the Hope Soccer Complex. There are concerns with non-compliance with the lease. One issue is the concern is non-compliance with the emergency order. The second is that Mr. Mullin believes he has the authority to direct half of the rent to expand the youth scholarship program.

Council Member Wood stated she is still receiving calls from parents regarding the lack of an evacuation plan from a recent thunderstorm. Mr. Smiertka added that there was also an issue during a recent balloon festival. Councilmember Wood reminded the committee that she had previously requested that the owners of the Hope Soccer Complex work with staff to draft a plan.

Council Member Washington asked if there was any reason for non-compliance. Mr. Smiertka stated no.

Council Member Washington stated there is nothing more important than public safety. The entire committee agreed.

Councilmember Wood stated that with the school they were going to have assurance they were not going to take over and act as a charter school. But there has been lack of follow up, she asked Mr. Smiertka to make sure we are not involved in something serious down the line.

The timeline for the school was reviewed. The committee requested that Mr. Smiertka keep them informed as to the progress of the discussions regarding the evacuation and emergency plan.

OTHER

N/A

ADJOURN

Adjourn at 8:18 a.m.

Submitted by,

LaSondra Crenshaw, Administrative Assistant

Lansing City Council

Approved by the Committee on_____

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: ____08/13/2018____

GRANT NAME: JAG - 2017

DEPARTMENT: Lansing Police Department

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Randy Endsley - Phone: 517-483-4515

Email: Randy.Endsley@lansingmi.gov

APPLICATION DATE: 09/01/17

AWARD DATE: 06/26/18

FUND AMOUNT: \$111,513.00

CITY MATCH (IF APPLICABLE): NONE

GRANT CYCLE: ____10/01/2016 TO 09/30/2020____

Check One: Annual

One-Time ☒

FUND AMOUNT: \$111.513 (breakdown below should total this amount)

GOODS & SERVICES ____111,513____

PERSONNEL ____

CONSTRUCTION ____

LAND ____

OTHER ____

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

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

Grant will fund items necessary to increase the law enforcement efficiencies and capabilities of the applicants. The grant will introduce new technology and equipment which is needed to advance the state of technology at LPD (\$101,260), technology/equipment for the Ingham County Sheriff Department (\$10,253)

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

WHEREAS, the Lansing Police Department (LPD) submitted a 100% Federally-funded multi-jurisdiction grant application (#2017-H2637-MI-DJ) to the Office of Justice Programs, U.S. Bureau of Justice Assistance for a four-year Justice Assistance Grant (JAG); and

WHEREAS, the LPD JAG application was endorsed by Ingham County, and was accepted by the Bureau of Justice Assistance (award # 2017-DJ-BX-0950); and

WHEREAS, the JAG grant is a cooperative plan with Ingham County; and

WHEREAS, the Bureau of Justice Assistance will award \$111,513.00 to be split \$101,260.00 to the City of Lansing and \$10,253.00 to the County of Ingham; and

WHEREAS, the federal award of \$111,513.00 requires no local match from any of the local agencies; and

WHEREAS, the JAG grant will fund items necessary to increase the law enforcement efficiencies and capabilities of the applicants. The JAG grant will introduce new technology and equipment, which is needed to advance the state of technology at the Lansing Police Department (\$101,260.00) and technology / equipment for the Ingham County Sheriff's Office (\$10,253.00);

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the multi-agency 2017 Justice Assistance Grant in the total amount of \$111,513.00 (requiring no local match) for the grant period beginning October 1, 2017 and ending September 30, 2020; and

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



Andy Schor, Mayor
Linda Sanchez-Gazella, HR Director

CITY OF LANSING DEPARTMENT OF HUMAN RESOURCES

8th Floor, City Hall
124 W. Michigan Avenue
Lansing, Michigan 48933

Benefits/Classifications
Labor Relations/Recruitment
Safety/Selection/Training
Worker's Compensation

(517) 483-4004 (Voice/TDD)
(517) 483-6064 (General Fax)
www.lansingmi.gov (Website)

XV A 2 a

MEMO

To: Andy Schor, Mayor
Samantha Harkins, Chief of Staff

From: Linda Sanchez-Gazella, HR Director 

Date: July 17, 2018

Subject: Segal Waters Consulting Contract

Please let this memo serve as justification for obtaining a sole source contract with Segal Waters Consulting for the period of one year and the cost of twenty thousand dollars (\$20,000).

Several of the Collective Bargaining Agreements (CBA) that the City is a party to have provisions with respect to reclassification of positions. Prior administration had a classification consultant contract with The Hay Group until Spring of 2017. Segal Waters Consulting was retained to perform classification services in the Summer of 2017. At this time the Department of Human Resources has an urgent need to fulfill these reclassification requests pursuant to the CBAs.

This department has also started the process of working with the Purchasing Division of the Finance Department to prepare for an RFP to be submitted in the near future. This contract with Segal Waters Consulting is a necessity to serve our employees with respect to obtaining classification reviews of their job descriptions. These reviews must also be done when creating new positions within departments and whenever there is a substantive change to a job description. It is my understanding that during the Fall of 2017 Segal Waters Consulting went through the process of benchmarking our job descriptions to be able to perform the reclassifications. This process involved sending every applicable job description to Segal Waters Consulting to be reviewed and assessed by their staff. The City's wage scales for the applicable bargaining units also were sent to Segal Waters Consulting to align the pay grades with their evaluator tool. This was a time consuming and costly process for the Department of Human Resources and it is reasonable to believe that this type of review would have to be repeated if we were able to contract with another vendor in this time period before submitting for an RFP. Segal Waters Consulting also provided an information segment on their Job Description Questionnaire with instructions on how to fill out the applicable questions to begin a reclassification process. This presentation was provided to the Union Representatives and Stewards. It is likely that this process would

"Equal Opportunity Employer"

have to be repeated as well if the City could not proceed with Segal Waters Consulting during the time period before submitting an RFP.

It is also my understanding that the City has not had a compensation study in a number of years, which may present a barrier to finding another vendor to take on these reclassifications for a short duration of time while working through the process of submitting an RFP.

For the reasons stated above I respectfully request that you grant approval for this sole source contract. If you have any questions or concerns please direct them to my attention.

CITY of LANSING
INTEROFFICE COMMUNICATION

RECEIVED
2018 AUG -8 PM 3:50
LANSING CITY CLERK

TO: Andy Schor, Mayor
FROM: Stephanie Robinson CPPB, Senior Buyer
DATE: August 6, 2018
SUBJECT: Sole Source Purchase – Segal Waters Consulting Group

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

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

Department: City of Lansing Human Resources Department

Vendor: Segal Waters Consultant Group

Item Purchased: Classification Consulting and Job Evaluation Services

Dollar Amount: \$ 20,000 from account 1012800.743000

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

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

slr

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Please see the attached letter from Linda Sanchez-Gazella, HR Director regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Segal Waters Consulting Group, in the amount of \$ 20,000 from account number 1012800.743000 per the request of the Human Resources Department.

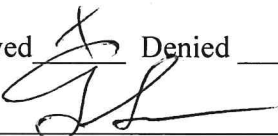
Attachment

Date:

8-6-18

Approved

Denied



Andy Schor, ~~Executive~~ Mayor



Andy Schor, Mayor
Linda Sanchez-Gazella, HR Director

CITY OF LANSING DEPARTMENT OF HUMAN RESOURCES

8th Floor, City Hall
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Linda Sanchez-Gazella, HR Director

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SEGAL WATERS CONSULTING **Agreement for Services**

This Agreement between The Segal Company (Western States) Inc., a **Maryland** corporation, d/b/a Segal Waters Consulting (hereinafter "Segal Waters") and **City of Lansing, Michigan** (hereinafter the "Client") is entered into as of **July 1, 2018**.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

1. BASIC SERVICES

Segal Waters shall provide up to eighty (80) hours of consulting services to the Client as described below:

- Individual reclassification reviews: Using current job documentation as well as updated documentation in a template provided by Segal Waters, a review of the general purpose and essential functions would be conducted to ensure the position is properly classified.
- Individual job evaluation reviews: Using current job documentation including updated job questionnaires and job evaluation manuals supplied by Segal Waters, job(s) will be evaluated and recommended for placement into the client's current pay structure.
- Individual reviews of exemption status under the Fair Labor Standards Act: Based on documentation provided by the Client, written review will be completed for a job's eligibility for exemption from overtime under the Fair Labor Standards Act.
- Individual or career family market reviews: Individual or a specific list of no more than ten job titles will be market priced using market data available to Segal Waters or data supplied by the client.
- Development/update of individual job descriptions: Using current job documentation supplied by the client on templates provided by Segal Waters, an updated job description will be prepared for client review. Edits to the job description will be completed by the client.
- Annual reports on structure and market movement: Annual reports on market trends that provide actual and project pay and structure changes will be provided to the client for use in determining budget requirements for adjustments to their current pay structure and adjustments to employee pay.
- Recommendations for updates to client current pay structures based on standardized reports: Client may request that Segal Waters calculate one cost scenario for the cost of structure movement using agreed upon assumptions for pay changes.
- Telephone support on strategic or operational human resources issues: Segal Waters consultants will be available for telephone support on demand, providing advice on strategic or operation issues as identified by the client.

2. ADDITIONAL SERVICES

From time to time, the Client may request or Segal Waters may propose in writing future services and the fees payable for such services. If such proposal is accepted by the parties, then such additional services will be governed by the terms and conditions of this Agreement and any such proposal shall be attached hereto as an Exhibit to this Agreement.

3. RESPONSIBILITY OF CLIENT

To enable Segal Waters to perform the services contemplated herein, the Client agrees to promptly provide Segal Waters with such data, materials and other information as Segal Waters reasonably requests and all data needed to perform these services. Upon receipt of data, materials and other information, Segal Waters will review it for basic reasonableness and consistency and notify the Client of any concerns. Subject to its obligations in the preceding sentence, Segal Waters may rely upon such data, materials and other information provided to it by such parties as being accurate and complete. Consultant is not required to verify or audit any data or other information so provided, nor is it liable to the City or others if such information is inaccurate, misleading or false.

4. PAYMENT TERMS

A. **Basic Annual Services.** Segal Waters' annual fee for providing the basic services described in Section 1 above will be \$20,000, payable in advance. Segal Waters will furnish Client with quarterly statements providing documentation of hours used (billed to the nearest quarter hour) and remaining hours available for Client use. Expenses and costs incurred by Segal Waters, including those incurred to attend on-site meetings will be invoiced to the Client separately at cost and payable within thirty (30) days of the invoice date. Routine expenses such as photocopying, telephone calls, facsimiles, mailing costs, and secretarial and word processing services are included in our fees.

B. **Additional Services.** Fees for mutually agreed upon additional services will be charged on a time charge basis at Segal Waters' then current hourly rates or, in some instances, may be charged on a project basis, in each case as set forth in a written instrument signed by the parties. Fees for additional services will be billed monthly in arrears unless otherwise agreed to by the parties in writing.

5. NON-APPROPRIATION

Funding for this Agreement between the Client and Segal Waters is dependent at all times upon the appropriation of funds by the organization authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated effective the last day for which appropriated funding is available.

6. TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2018 and continue in effect for a period of one (1) year. Thereafter, this Agreement may be extended for successive one (1) year periods with the parties' mutual written consent.

7. TERMINATION OF AGREEMENT

Either party may terminate this Agreement on thirty (30) days written notice to the other party. Segal Waters will continue to provide services hereunder to the effective date of any such termination and will cooperate with the Client to provide for an orderly transition of the Services to the Client at the time of any such termination. Notwithstanding the foregoing, in the event that the Client is not current in the payment of Segal Waters' invoices at the time that such notice is given, then Segal Waters may choose not to provide Services during the aforementioned thirty (30) day period. Segal Waters will render final billing to the Client after the date of any such termination, and the Client will pay the same in accordance with Section 4.

8. PROFESSIONAL STANDARDS

All Services will be performed by competent personnel with the care, skill, prudence and diligence under the circumstances that a prudent consultant would use in discharging its services and in accordance with applicable professional standards.

9. CONFIDENTIALITY

Both parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each has been and will be made available to the other. The parties agree to use reasonable efforts to maintain the confidentiality of such material, but in no event lesser than was used with like material of the receiving party and not to make any internal use of such material not required or permitted under this Agreement. Neither party will disclose the information to any third party without prior written authorization from the disclosing party. The information received by a receiving party will only be used by those of its employees, agents and consultants whose duties justify the need for access to the information provided and who have agreed to abide by the obligations of secrecy and limited use commensurate in scope with this Agreement. These obligations will apply to verbal information as well as specific portions of the information that are disclosed in writing or other tangible form and marked to indicate its confidential nature. These obligations will not apply to any of the information which:

- i) Was known to the receiving party prior to receipt under this Agreement as demonstrated by the receiving party's records; or
- ii) Was publicly known or available prior to receipt under this Agreement, or later becomes publicly known or available through no fault of the receiving party; or
- iii) Is disclosed to the receiving party without restrictions on disclosure by a third party having the legal right to disclose the same; or
- iv) Is disclosed to a third party by the disclosing party without an obligation of confidentiality, unless such information must be retained by that party for that party to fulfill its legal or agreement obligations under this Agreement; or
- v) Is independently developed by an employee, consultant, or agent of the receiving party without access to the information as received under this Agreement; or
- vi) The receiving party is obligated to produce as required by law, lawfully issued subpoena, or court order, provided that the disclosing party has been given notice thereof and if there is sufficient time, an opportunity to waive its rights to seek a protective order or other appropriate remedy.

To the extent that particular information is subject to specific statutory confidentiality requirements, the requirements of such statute, rather than this section, shall be controlling.

10. INDEPENDENT CONTRACTOR

Segal Waters is an independent contractor. No provision of this Agreement or act of the parties hereunder pursuant to this Agreement will be construed to express or imply a joint venture, partnership, or relationship other than vendor and purchaser of the services. No employee or representative of Segal Waters will at any time be deemed to be under the control or authority of the Client, or under the joint control of both parties. Segal Waters is liable for all workers' compensation premiums and liability, and federal, state and local withholding taxes or charges with respect to its employees.

11. SUBCONTRACTORS

Any subcontractors to be utilized on this project will be subject to the Client's approval.

12. NO ASSIGNMENT

This agreement may not be assigned by either of the parties without the written consent of the other party.

13. FORCE MAJEURE

Segal Waters will not be liable for any delay in performance or inability to perform due to force majeure, including without limitation any acts of God, acts or omissions of the Client, major equipment failures, fluctuations or non availability of electrical power or telecommunications equipment, or other conditions beyond the control of Segal Waters. If Segal Waters' performance is delayed by force majeure, Segal Waters will discuss the situation with the Client and agree upon an extended period for performance. If an event of force majeure continues for more than thirty (30) days, either party may, at its option, terminate this Agreement and any Statements of Work thereunder. Segal Waters will render a final billing to the Client after the date of any such termination, and Client will pay the same in accordance with Section 4.

14. THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the parties to the Agreement and does not confer any rights or privileges upon any third parties.

15. DISPUTE RESOLUTION

A. **Mediation.** Any disputes between the parties hereto are subject to mediation in accordance with the Judicial Arbitration and Mediation Service ("JAMS") as a condition precedent to the commencement of any legal proceeding hereunder.

B. **Waiver of Jury Trial.** Each party hereby waive any right to a trial by jury in any action, suit, or proceeding arising out of this agreement, or any other agreement or transaction between the parties.

C. **Notice.** In the event that either party believes that the other party has not complied with its obligations hereunder, such party shall send written notice of such non-compliance to the other party. In the event that such other party does not cure such non-compliance within thirty (30) days of the date of such notice, then the party sending notice may avail itself of the terms of Section 15A above.

16. DAMAGES

In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, will Segal Waters, or any of its respective directors, officers, employees or agents, be liable for (i) special, incidental, exemplary, punitive, consequential, or indirect damages, including without limitation lost sales, profits or revenue, or claims for such damages, (ii) any losses or damages connected with, or resulting from any software, hardware, or services provided by Segal Waters or any third party.

17. CONFLICT OF INTEREST

Segal Waters hereby affirms that there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a Conflict of Interest. A Conflict of Interest means that because of other activities or relationships with other persons, Segal Waters or its subcontractor is unable or potentially unable to render impartial assistance or advice to the Client, or Segal Waters' objectivity in performing the agreement work is or might be otherwise impaired.

If an actual or potential Conflict of Interest arises subsequent to the date of this agreement, Segal Waters shall make a full disclosure in writing to the Client of all relevant facts and circumstances. This disclosure shall include a description of actions that Segal Waters has taken and proposes to take to avoid, mitigate, or neutralize the action or potential conflict of interest. Segal Waters will continue performance of work under the agreement until notified by the Client of any contrary action to be taken.

18. NON-DISCRIMINATION

Segal Waters agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth the substance of this clause.

19. AUDIT OF SEGAL WATERS' FEES

Upon reasonable notice and during normal business hours, the Client reserves the right to audit or cause to be audited Segal Waters' books and accounts with respect to fees and expenses under this Agreement at any time during the term of this Agreement and for three years thereafter except for confidential or proprietary information or trade secrets of Segal Waters or any third party.

20. NOTICES

All notices, claims, and approvals given under this Agreement must be in writing and delivered in person, by first class or express mail or facsimile addressed a set forth below or such other address that a party gives by notice. Notice given in accordance with this subsection will be deemed given when received.

- A. If to the Client: Linda Sanchez-Gazella
Human Resources Director
City of Lansing, Michigan
124 W. Michigan Avenue, City Hall, 8th Floor
Lansing, MI 48933-1694
- B. Copy to: [NAME]
[TITLE]
[Address]
[City, State & Zip]
- C. If to Segal Waters: Consultant:
Elliot R. Susseles
Senior Vice President
1800 M Street NW, 9th Floor S
Washington, DC 20036
- D. Copy to: General Counsel
The Segal Company
333 West 34th Street
New York, NY 10001-2402

21. AMENDMENT OR MODIFICATION

No amendment or modification of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereunder.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and it supersedes all prior oral or written agreements, commitments or understandings with respect to such matters.

23. SEVERABILITY

The invalidity, in whole or part, of any provision of this Agreement will not affect the remainder of that provision or this Agreement

24. WAIVER OF DEFAULT

Waiver by a party of any default by the other will not be deemed a waiver of any other default irrespective of whether such default is similar.

25. CONSTRUCTION OF LAWS AND JURISDICTION OF COURTS

This Agreement will be governed in all respects by the laws of Michigan, without regard to any conflicts of law principle, decisional law, or statutory provision, which would require or permit the application of another jurisdiction's substantive law.

26. DULY AUTHORIZED SIGNATURES

For the Client:

The undersigned, Andy Schor is Mayor of City of Lansing, Michigan and as such has been duly authorized by the Client to sign this Agreement on behalf thereof.

For Segal Waters:

The undersigned Elliot R. Susseles is Senior Vice President of Segal Waters and as such is duly authorized to sign this agreement in behalf thereof, thereby binding Segal Waters to the provisions of this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date hereinabove set forth.

CITY OF LANSING, MICHIGAN

7/18/2018

Date

By Andy Schor

7-10-18

Date

Linda Sanchez Gazella

By Linda Sanchez- Gazella

Witness

THE SEGAL COMPANY (WESTERN STATES), INC., DBA SEGAL WATERS CONSULTING

07/06/2018

Date

By

Patrice H. Harkal

Witness

Jim S

RECEIVED

2018 AUG -8 PM 3: 50

LANSING CITY CLERK

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson CPPB, Senior Buyer
DATE: August 7, 2018
SUBJECT: Sole Source Purchase – MSU Extension Services

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

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

Department: City of Lansing Public Service Department Engineering Division

Vendor: MSU Extension Services

Item Purchased: Habitat Assessment for Endangered Species and Relation Services for work along Rivertrail

Dollar Amount: Approximately up to \$ 40,000 from Ing. County Trails and Parks Millage funds

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

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

slr



Andy Schor, Mayor

**CITY OF LANSING
PURCHASING OFFICE**

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

TO: Andy Schor, Mayor
Samantha Harkins, Chief of Staff

FROM: Stephanie Robinson CPPB, Senior Buyer

DATE: August 2, 2018

SUBJECT: Sole Source Purchase – MSU Extension Services – Habitat Assessment-
Rivertrail

The Public Service Department Engineering Division requests that Michigan State University Extension Services be designated as a sole source consultant for Habitat Assessment for Endangered Species and Relation Services for work along the Rivertrail.

Please see the attached letter from Mitch Whisler and Andy Kilpatrick regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to MSU Extension Services in the approximate amount up to \$40,000 from Ing. County Trails and Parks Millage funds per the request of the Public Service Division. We have an initial purchase order for \$4609.96 for the start of the assessment. Copy is attached.

Attachment

Date 8-6-18

Approved [Signature] Denied _____

[Signature]
Andy Schor, Mayor

"Equal Opportunity Employer"



Andy Schor, Mayor

Public Service Department
Engineering Division
124 W. Michigan Avenue
7th Floor, City Hall
Lansing, Michigan 48933

MEMORANDUM

To: Andy Schor, Mayor

From: Mitchell Whisler, Assistant City Engineer

Subject: Request for Sole source Procurement for Endangered Species Study/Relocation Services

Date: July 31, 2018

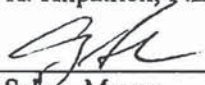
Please let this memo serve as a request for the issuance of a sole source purchase order for procurement for Endangered Species and Relocation Services required for compliance with the requirements of the National Environmental Protection Agency (NEPA) and Michigan Department of Environmental Quality. Specifically, the City intends on stabilizing various sections of failing riverbank along the City's River Trail system along the Grand and Red Cedar Rivers. As part of the State of Michigan requirements, the City must verify that the project will not adversely affect the Indiana Bat nor the Slippershell Mussel identified as potentially present near the work areas.

NEPA studies of this type are conducted mid to late summer; therefore, the Public Service Department researched local firms capable of conducting the studies and contacted them regarding their ability to do the work. Of the firms contacted, only Michigan Natural Features Inventory, an MSU Extension Service, stated they were capable of doing the majority of the study this year affording us the potential to complete some of the construction work in 2018. If we cannot secure their services this year, we would need to request quotes for a NEPA study to be conducted in the summer of 2019. This will affect our construction schedule on the projects and could result in extending the projects into 2020.

Therefore, I recommend that a sole source be issued to Michigan Natural Features Inventory staff, an MSU Extension Service for the aforementioned purposes.

The study costs will be paid using Ingham County Trails and Parks Millage funds and is anticipated to be as high as \$40,000 to relocate the mussels if needed.

Approved:  Date: 7/31/18
Andy K. Kilpatrick, P.E. - Director, Public Service Department

Approved:  Date: 8-6-18
Andy Schor, Mayor

**CITY OF LANSING**

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

TO: MICHIGAN STATE UNIVERSITY EXTENSION
ATTN KAREN L PACE
PROGRAM LDR - DIVERSITY/MULTICULTURAL ED
160 AGRICULTURE HALL
EAST LANSING, MI 48824

PHONE# (517) 432-7628 FAX#

DELIVER ITEMS TO:

PUBLIC SERVICE DEPARTMENT ENGINEERING
124 W MICHIGAN AVENUE 7TH FL
LANSING, MI 48933

PURCHASE ORDER

P.O. NUMBER	P085684
DATE	08/06/18
VENDOR I.D.	V000691
DELIVERY DATE	
FOB	
REQUISITION NO	PR014007

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

Page 1 of 1

SEND INVOICE TO:

PUBLIC SERVICE DEPARTMENT ENGINEERING
124 W MICHIGAN AVENUE 7TH FL
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	BAT ACOUSTIC SA	2,521.8	LS	1.00	2,521.82
002	BAT ACOUSTIC SA	2,521.8	LS	1.00	2,521.82
				TAX	0.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

TOTAL 5,043.64

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

**CITY OF LANSING**

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

TO: MICHIGAN STATE UNIVERSITY EXTENSION
ATTN KAREN L PACE
PROGRAM LDR - DIVERSITY/MULTICULTURAL ED
160 AGRICULTURE HALL
EAST LANSING, MI 48824

PHONE# (517) 432-7628 FAX#

PURCHASE ORDER

P.O. NUMBER P085654

DATE 07/17/18

VENDOR I.D. V000691

DELIVERY DATE

FOB

REQUISITION NO PR013968

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

Page 1 of 1

DELIVER ITEMS TO:

PUBLIC SERVICE DEPARTMENT ENGINEERING
124 W MICHIGAN AVENUE 7TH FL
LANSING, MI 48933

SEND INVOICE TO:

PUBLIC SERVICE DEPARTMENT ENGINEERI
124 W MICHIGAN AVENUE 7TH FL
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	HABITAT ASSESSMENT-MOORES	1,536.6	LS	1.00	1,536.65
002	HABITAT ASSESSMENT-GD RVR	1,536.6	LS	1.00	1,536.65
003	HABITAT ASSESSMENT-WASH AVE	1,536.6	LS	1.00	1,536.66
				TAX	0.00
				TOTAL	4,609.96

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

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

EXHIBIT A- STATEMENT OF WORK

Project Understanding

It is the understanding of the Michigan Natural Features Inventory (MNFI), a program of Michigan State University Extension that the City of Lansing, Michigan's Public Service Department - Engineering is seeking a professional opinion as to the presence of native mussels, Indiana bats (*Myotis sodalis*) and the Northern long-eared bat (*M. septentrionalis*) on a proposed project related to the Lansing River Trail.

The City of Lansing understands that MNFI is a scientific research unit of Michigan State University and may incorporate data collected during this assessment into MNFI's Natural Heritage Database or other databases maintained by MNFI.

Scope of Services

Native mussels

Reconnaissance surveys for native mussels (Unionidae) will be performed at four planned project sites related to the Lansing River Trail. These surveys will follow the Michigan standard mussel survey protocols detailed in "Michigan Freshwater Mussels Survey Protocols and Relocation Procedures" (Hanshue et al., see attached), i.e. timed searches at each site. The purpose of reconnaissance surveys is to determine if mussels are present at each site and assess and document habitat characteristics at each site. The presence of fresh dead mussel shells or live mussels would trigger the need for semi-quantitative mussel surveys, which are outside the scope of the proposed work. Results of reconnaissance surveys, including a Michigan Freshwater Mussel Habitat Assessment Form and a list of any mussel species found will be included in the final project report.

Reconnaissance surveys will also provide information that will help determine the scope and scale of semi-quantitative surveys, if they are necessary. Semi-quantitative surveys and SCUBA surveys would require additional personnel, time, equipment, and supplies, and are outside the scope of the proposed work. Three factors that greatly affect the amount of time and effort required to complete semi-quantitative surveys are: abundance of unionid mussels at each site, the size of the ADI and buffer zones, and whether SCUBA techniques are required. Water depth greater than approximately 0.5m necessitates the use of SCUBA. If no mussels are detected during reconnaissance surveys of a site, a semi-quantitative survey of the site is not required.

Locations of planned project sites along the River Trail include Lansing Board of Water and Light, Washington Ave, and two sites at Moores River Drive. Although the accepted window for mussel surveys in Michigan is June 1 to October 15, surveys ideally should take place during low water levels. This is especially true for sites with the potential for water depth greater than 0.5 meters. Surveys will be scheduled as early in the survey window as possible given water levels at each site. The survey area at each site includes the area of direct impact (ADI), and upstream, downstream, and lateral buffer zones. The amount of buffer area around the area of direct impact is, in part, determined by the methods used to place rip rap. If rip rap is dumped into place, an 8m buffer is called for. If rip rap is more precisely placed using an excavator with thumb, a 4m buffer is acceptable. Eight meter buffers will result in greater water depth than 4m buffers, increasing the likelihood of the need for SCUBA surveys.

Summer Bat Habitat Assessment

MNFI will conduct a summer Indiana bat and Northern long-eared habitat assessment of the project site. The assessment will be performed by qualified biologists in conformance with the U.S. Fish and Wildlife Services' Range Wide Indiana Bat Survey Guidelines for 2018. The relevant portions of the guidelines are presented as Appendix A to this agreement.

A report of the results of the native mussel surveys and summer Indiana bat and Northern long-eared bat habitat assessment will be submitted to the City of Lansing's Public Service Department. The report will meet the standards of the USFWS survey guidelines.

Compensation

This contract is a fixed-cost contract. Compensation for the project is as indicated below and will be billed quarterly on a % complete basis, i.e. based on the percentage of the scope of services that has been completed.

Task 1.

Labor

Classification

Hours

Rate

Fees

Conservation Scientist

28 \$ 108.76 \$ 3,045.28

Research Assistant

14 \$ 110.22 \$ 1,543.08

\$ -

\$ -

\$ -

\$ -

Labor Subtotal = \$ 4,588.36

Expenses

Travel

Days

Per Diem

\$ -

Miles

Rate

Mileage

40 \$ 0.54 \$ 21.60

Expenses Subtotal = \$ 21.60

Project Total = \$ 4,609.96

**SERVICES AGREEMENT WITH THE MICHIGAN NATURAL FEATURES INVENTORY AT
MICHIGAN STATE UNIVERSITY**

Thank you for your request for services from the Michigan Natural Features Inventory at Michigan State University.

1. **Purpose.** The University, through the Michigan Natural Features Inventory (MNFI), will perform the services and provide the deliverables described in Exhibit A.
2. **Payment.** You agree to pay, when you receive an invoice, according to the financial terms on Exhibit A.
3. **Confidentiality.** "Confidential Information" means any materials, written information, and data marked "Confidential" that you provide. If you provide material verbally that you want treated as confidential, you must write down that information, mark it as Confidential, and forward it to MNFI within 30 days of first sharing the information. Confidential Information does not include information in the public domain or independently known or obtained by the University. The University agrees to treat your Confidential Information with the same degree of care that it uses to protect its own confidential information, and, to the extent allowed by law, keep the Confidential Information confidential for a period of three (3) years from the termination date of this agreement.
4. **Intellectual Property.** Any intellectual property you provide to MNFI will remain your intellectual property. Any intellectual property that MNFI provides to the project will remain the intellectual property of the University. The work performed under this Agreement, including any data collection and deliverables, and any resulting intellectual property are the property of MSU. Any work produced under this Agreement is not work made for hire. MSU grants you a license to use any deliverables for your own internal use.
5. **Export Control.** You may not provide any export controlled data or materials to the University without the University agreeing in writing in advance.
6. **Termination.** Either you or the University may terminate this agreement by giving 10 days written notice to the other. You will pay all reasonable costs and non-cancelable obligations incurred by the University at the time of the termination. At your request and expense, the University will return to you or destroy all unused material provided by you.
7. **Independent Contractor.** The University is an independent contractor providing services to you. You and the University do not have the relationship of partners, joint venturers, principals or agents.
8. **Liability.** IN NO EVENT WILL THE UNIVERSITY BE RESPONSIBLE FOR ANY DAMAGES OR PENALTIES RESULTING FROM THE UNIVERSITY'S FAILURE TO PROVIDE, OR DELAY IN PROVIDING, THE SERVICES OR DELIVERABLES. IF A SERVICE OR DELIVERABLE IS FOUND, WITHIN SIX MONTHS OF INVOICE, TO BE SUBSTANTIALLY DEFECTIVE, THE UNIVERSITY WILL CORRECT THE DEFECTIVE PORTION OF THE SERVICE OR DELIVERABLE AT NO COST TO YOU. THIS IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT. THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND UNIVERSITY EXPRESSLY DISCLAIMS ANY WARRANTIES EXISTING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, THOSE WHICH ARE EXPRESS OR IMPLIED, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE UNIVERSITY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, NOR WILL THE UNIVERSITY'S AGGREGATE LIABILITY TO YOU EVER EXCEED THE AMOUNT PAID BY YOU UNDER THIS AGREEMENT.
9. **Conditions Beyond Control.** You and/or the University will be excused from the obligations of this agreement if the performance is delayed or prevented by circumstances (except financial) reasonably beyond control, including, but not limited to, by fire, lack of water, labor or materials, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, failure of carriers to transport or furnish facilities for transportation, as a result of some order, requisition or necessity of government, mechanical breakdown, plant shut down, and unavailability of raw materials.
10. **General.** This agreement is non-assignable and non-transferable. The State of Michigan's laws apply to this agreement, excluding its choice of law provisions. This agreement, with its Exhibit A, is the entire agreement between the parties and can only be modified in a written change signed by both you and the University.

**MICHIGAN NATURAL FEATURES INVENTORY
MICHIGAN STATE UNIVERSITY**

By: _____

Its: _____

Date: _____

PURCHASER

By: _____

Its: _____

Date: _____

APPENDIX A: PHASE 1 HABITAT ASSESSMENTS

APPENDIX A: PHASE 1 HABITAT ASSESSMENTS

Summer habitat and potential hibernacula assessments are Step 2 of Phase 1- Initial Project Screening. The information below is provided to assist applicants, consultants, and/or project proponents (hereinafter termed the "applicant") in establishing whether surveys for Indiana bats should be conducted. As a reminder, the first step for determining presence of Indiana bats at a given site is to determine whether there is any existing occurrence data available for the vicinity of the project from the local USFWS FO. This step can be conducted remotely via a desktop analysis (e.g., use of aerial photography to assess the potential presence of suitable summer habitat). The applicant is responsible for developing and providing sufficient information as to whether suitable summer Indiana bat habitat and/or potential hibernacula exist within a proposed project area. If suitable habitat is present, the applicant should calculate the amount and submit this to the USFWS FO(s) and determine the need for any presence/absence surveys (Phase 2). **NOTE:** if Indiana bats are present or assumed to be present during any phase, more detailed habitat information may be necessary to adequately assess the potential for impacts (see attached example Indiana Bat Habitat Assessment Datasheet). If no suitable habitat is present, no surveys are needed to assess risk during the summer. Habitat assessments for Indiana bats can be completed any time of year and applicants are encouraged to submit results and proposed Phase 2 study plans well in advance of the summer survey season.

PERSONNEL

Habitat assessments should be completed by individuals with a natural resource degree or equivalent work experience.

DEFINITION FOR POTENTIALLY SUITABLE INDIANA BAT SUMMER HABITAT

Suitable summer habitat for Indiana bats consists of a wide variety of forested/wooded habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats²² such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags ≥ 5 inches dbh²³ (12.7 centimeter) that have exfoliating bark, cracks, crevices, and/or hollows), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Individual trees may be considered suitable habitat when they exhibit the characteristics of a potential roost tree and are located within 1,000 feet (305 meters) of other forested/wooded habitat. We recommend that project proponents or their representatives coordinate with the appropriate

²² Non-forested habitats typically should be excluded from acreages used to establish a minimum level of survey effort for Phase 2 surveys.

²³ While trees < 5 inches (< 12.7 cm) dbh that have exfoliating bark, cracks, crevices, and/or hollows may have some potential to be male Indiana bat summer roosting habitat, the USFWS does not consider early-successional, even-aged stands of trees < 5 inches dbh to be suitable roosting habitat for the purposes of this guidance. Suitable *roosting* habitat is defined as forest patches with trees of 5-inch (12.7 cm) dbh or larger. However, early successional habitat with small diameter trees may be used as foraging habitat by Indiana bats. Therefore, a project that would remove or otherwise adversely affect ≥ 20 acres of early successional habitat containing trees between 3 and 5 inches (7.6-12.7 cm) dbh would require coordination/consultation with the USFWS FO to ensure that associated impacts would not rise to the level of take. The USFWS may request P/A surveys if > 20 acres of early successional habitat were proposed for removal.

APPENDIX A: PHASE I HABITAT ASSESSMENTS

USFWS Field Office to more clearly define suitable habitat for their particular region as some differences in state/regional suitability criteria may be warranted (e.g., high-elevation areas may be excluded as suitable habitat in some states).

Examples of unsuitable habitat:

- Individual trees that are greater than 1,000 feet from forested/wooded areas;
- Trees found in highly-developed urban areas (e.g., street trees, downtown areas); and
- A pure stand of less than 3-inch dbh²⁴ trees that are not mixed with larger trees.

DEFINITION FOR POTENTIALLY SUITABLE NORTHERN LONG-EARED BAT SUMMER HABITAT

Suitable summer habitat for NLEB consists of a wide variety of forested/wooded habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags ≥ 3 inches dbh that have exfoliating bark, cracks, crevices, and/or cavities), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Individual trees may be considered suitable habitat when they exhibit characteristics of suitable roost trees and are within 1,000 feet of other forested/wooded habitat²⁵. NLEB has also been observed roosting in human-made structures, such as buildings, barns, bridges, and bat houses; therefore, these structures should also be considered potential summer habitat²⁶. NLEBs typically occupy their summer habitat from mid-May through mid-August each year²⁷ and the species may arrive or leave some time before or after this period.

Examples of unsuitable habitat:

- Individual trees that are greater than 1,000 feet from forested/wooded areas;
- Trees found in highly-developed urban areas (e.g., street trees, downtown areas); and
- A pure stand of less than 3-inch dbh trees that are not mixed with larger trees.

SUBMISSION OF PHASE I HABITAT ASSESSMENT & PHASE 2 AND/OR PHASE 3 STUDY PLAN (IF NEEDED)

²⁴ Suitable *roosting* habitat is defined as forest patches with trees of 5-inch (12.7 cm) dbh or larger. However, early successional habitat with small diameter trees may be used as foraging habitat by Indiana bats. Therefore, a project that would remove or otherwise adversely affect ≥ 20 acres of early successional habitat containing trees between 3 and 5 inches (7.6-12.7 cm) dbh would require coordination/consultation with the USFWS F/O to ensure that associated impacts would not rise to the level of take. The USFWS may request P/A surveys if >20 acres of early successional habitat were proposed for removal.

²⁵ This number is based on observations of bat behavior indicating that such an isolated tree (i.e., ≥ 1000 feet) would be extremely unlikely to be used as a roost. This distance has also been evaluated and vetted for use for the Indiana bat. See the "Indiana bat Section 7 and Section 10 Guidance for wind Energy Projects," question 33, found at: <http://www.fws.gov/midwest/endangered/mammals/inba/WindEnergyGuidance.html>

²⁶ Trees found in highly-developed urban areas (e.g., street trees, downtown areas) are extremely unlikely to be suitable habitat.

²⁷ Exact dates vary by location.

APPENDIX A: PHASE I HABITAT ASSESSMENTS

If a proposed project may affect (positively or negatively) Indiana bats and the conditions outlined in Step 3 a or b are not met, a habitat assessment report should be submitted to the appropriate USFWS FO(s) (and/or to the lead Federal Action Agency, such as the USACE, as appropriate) along with a draft study plan for the Phase 2 (acoustic or netting) and/or Phase 3 (potential hibernaculum) survey(s) (if suitable habitat(s) is present). Complete Phase I reports will include the following:

1. Full names and relevant titles/qualifications of individuals (e.g., John E. Smith, Biologist II, State University, B.S. Wildlife Science 2007) completing the habitat assessment and when the assessment was conducted
2. A map and latitude/longitude or UTM clearly identifying the project location (or approximate center point) and boundaries
3. A detailed project description (if available)
4. Documentation of any known/occupied spring staging, summer, fall swarming, and/or winter habitat for Indiana bats within or near the project area
5. A description of methods used during the habitat assessment
6. A summary of the assessment findings and a completed Indiana Bat Summer Habitat Assessment Datasheet (see attached below; use of this particular datasheet is optional)
7. Other information that may have a bearing on Indiana bat use of the project area (e.g., presence of fall or winter habitat [caves, crevices, fissures, or sinkholes, or abandoned mines of any kind], bridges and other non-tree potential summer roosts.)
8. A Phase I Habitat Assessment on all potential hibernacula that could be affected by the proposed project (see Appendix II for additional instructions for completing this assessment and sample datasheet), if necessary
9. Any other information requested by the local USFWS FO(s) related to the project

In addition, Phase 2 Study Plans should contain the following:

1. A statement as to which type of P/A surveys will be conducted (i.e., mist netting or acoustic surveys) and how the proposed survey level of effort (i.e., total # of net nights or detector nights) was calculated/determined;
2. A map depicting the proposed number of survey sites (mist netting or acoustic) and their tentative distribution throughout the project area;
3. A tentative list of surveyors names and copies of relevant federal permits (if required in the project State);
4. A tentative survey schedule (e.g., start date, duration, end date);
5. For mist netting surveys with planned Phase 4 radio-tracking – the approximate number and distribution of transmitters (e.g., prioritization of sex/age, maximum number per site)

APPENDIX A: PHASE I HABITAT ASSESSMENTS

and a request that bats targeted for tracking may be held for up to 45 minutes²⁸ to allow for application of transmitters; and

6. For acoustic surveys - information on which specific program(s) will be used and what level of acoustic analyses will be conducted.

If potential hibernacula are identified, then Phase 5 Study Plans should contain the following:

1. A completed USFWS Project Proposal Form (see Appendix H);
2. A map depicting all identified potential hibernacula identified and their tentative distribution throughout the project area;
3. A written justification if an entrance(s) survey is proposed instead of an internal survey;
4. A written justification if mist-nets are proposed instead of harp traps; and
5. For surveys of entrances that are inter-connected and unfeasible to survey on the same night, a proposed modified method to complete the survey (see Phase 2, #5 in Appendix H).

²⁸ Current standard federal Section 10 bat permit conditions require prior written approval from the Field Supervisor in the USFWS FO(s) if capture times may exceed 30 minutes.

APPENDIX A: PHASE I HABITAT ASSESSMENTS

INDIANA BAT HABITAT ASSESSMENT DATASHEET

Project Name: _____ Date: _____
 Township/Range/Section: _____
 Lat/Long/UTM Zone: _____ Surveyor: _____

Brief Project Description

Project Area

	Total Acres	Forest Acres		Open Acres
Project				
Proposed Tree Removal (ac)	Completely cleared	Partially cleared (will leave trees)	Preserve areas- no clearing	

Vegetation Cover Types

Pre-Project	Post-Project

Landscape within 5 mile radius

Flight corridors to other forested areas?

Describe Adjacent Properties (e.g. forested, grassland, commercial or residential development, water sources)

Proximity to Public Land

What is the distance (mi.) from the project area to forested public lands (e.g., national or state forests, national or state parks, conservation areas, wildlife management areas)?

APPENDIX A: PHASE I HABITAT ASSESSMENTS

Use additional sheets to assess discrete habitat types at multiple sites in a project area
 Include a map depicting locations of sample sites if assessing discrete habitats at multiple sites in a project area
 A single sheet can be used for multiple sample sites if habitat is the same

Sample Site Description	
Sample Site No.(s):	

Water Resources at Sample Site			
Stream Type (# and length)	Ephemeral	Intermittent	Perennial
Ponds/Pools (# and size)	Open and accessible to bats?		
Wetlands (approx. ac.)	Permanent	Seasonal	
Describe existing condition of water sources:			

Forest Resources at Sample Site			
Closure/Density	Canopy (> 50%)	Midstory (20-50%)	Understory (< 20%)
1-1-10%, 2-11-20%, 3-21-40%, 4-41-60%, 5-61-80%, 6-81-100%			
Dominant Species of Mature Trees			
% Trees w/ Exfoliating Bark			
Size Composition of Live Trees (%)	Small (3-8 in)	Med (9-15 in)	Large (> 15 in)
No. of Suitable Snags			

Standing dead trees with exfoliating bark, cracks, crevices, or hollows. Snags without these characteristics are not considered suitable

IS THE HABITAT SUITABLE FOR INDIANA BATS? _____

Additional Comments:

Attach aerial photo of project site with all forested areas labeled and a general description of the habitat

Photographic Documentation: habitat shots at edge and interior from multiple locations;
 understory/midstory/canopy, examples of potential suitable snags and live trees, water sources

Smalley, Michelle

PREVIOUS - 000691 AL

From: Whisler, Mitch
Sent: Thursday, July 05, 2018 4:40 PM
To: Smalley, Michelle
Cc: Mumby, Christopher
Subject: FW: Service Agreement for MNFI Field Assessment along Lansing River Trail
Attachments: MNFI_City of Lansing_Services Agreement 07032018.doc;
2018RangewideIBatSurveyGuidelines - Habitat Assessment Portion.pdf

Can you put in a purchase request for the attached proposal. I have tried to find numerous companies that can do this work and have only been able to find one that can do it this year.

Mitchell Whisler
Assistant City Engineer
Public Service Department – Engineering
124 W. Michigan Ave. | Lansing, MI 48933
O: 517-483-4455 | D: 517-483-4249 | E: mitch.whisler@lansingmi.gov
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)



Andy Schor, Mayor

From: Michael Alan Sanders <sander75@msu.edu>
Sent: Tuesday, July 03, 2018 3:40 PM
To: Whisler, Mitch <Mitch.Whisler@lansingmi.gov>
Cc: Badra, Peter (DNR-Contractor) <BADRAP@michigan.gov>
Subject: Service Agreement for MNFI Field Assessment along Lansing River Trail

Hi Mitch,

Please look over the attached Service Agreement and let me know if you have questions or concerns.
If you are agreeable with the terms, please sign and return to me.

Also attached are the USFWS summer bat habitat guidelines that will be followed for both the Indiana bat and northern long-eared bat surveys.

Let me know if you have questions.

Thank you,

Mike Sanders

112

Michael A. Sanders
Environmental Review Specialist/Zoologist
Michigan Natural Features Inventory
MSU Extension Service
PO Box 13036
Lansing, MI 48901
Office: 517-284-6215
Cell: 517-980-5632
Sander75@msu.edu

MSU Extension V00349

386-6005714

Ledger: GL
Report Date: 07/16/2018
Fund: 273

City of Lansing
GL Expenditure Budgets and Actuals with Encumbrance

Fiscal Year: 2019
Fiscal Period: 01

GL Key	Object	Description	Budget	Actual	Encumbrance	Balance
7365019106	702000	HUD LEAD DEMO PRGM 2016	0.00	5,450.85	0.00	-5,450.85
7365019106	715400	HUD LEAD DEMO PRGM 2016	0.00	1,521.91	0.00	-1,521.91
7365019106	961743	HUD LEAD DEMO PRGM 2016	0.00	110.00	48,050.00	-48,160.00
7363750403	741000	TRAFFIC OPS CENTER	0.00	0.00	17,339.00	-17,339.00
7382272013	970000	OVERBAND CRACK SEAL	0.00	0.00	63,640.09	-63,640.09
7382272015	970000	WALL PYMT NEAR ELM	0.00	0.00	197,769.25	-197,769.25
7382272016	970000	CL26 LANSING CENTER	0.00	0.00	0.00	0.00
7382272017	970000	CL20 N OF CREGO	0.00	0.00	40,204.69	-40,204.69
7382272018	970000	MOORES RVR DRIVE	0.00	0.00	22,067.05	-22,067.05
7382272019	970000	OVERLAY/RECONSTRUCT	0.00	0.00	11,985.53	-11,985.53
7382272020	970000	CL16 POTTER PARK ZOO	0.00	0.00	580,369.79	-580,369.79
7382272021	970000	US 127 PATHWAYS	0.00	0.00	130,940.54	-130,940.54
7382272022	970000	GD RVR BANK STABIL	0.00	0.00	1,313.02	-1,313.02
7382272023	715400	VOLUNTEER TRAIL AMBASS	0.00	63.71	0.00	-63.71
7382272023	970000	VOLUNTEER TRAIL AMBASS	0.00	832.76	0.00	-832.76
7382272028	974000	WASH AVE BANK STABILIZATIO	0.00	0.00	1,698.86	-1,698.86
Total for Fund: 273			0.00	7,979.23	1,115,377.82	-1,123,357.05

151336.65 each for 2
111936.66 for 2

Smalley, Michelle

From: Whisler, Mitch
Sent: Monday, July 16, 2018 7:28 PM
To: Smalley, Michelle
Subject: Re: Accounts question

Yes

Sent from my iPhone

On Jul 16, 2018, at 12:20 PM, Smalley, Michelle <Michelle.Smalley@lansingmi.gov> wrote:

Hi Mitch,
Attached is a list of Parks Fund 273 accounts for FY19. I assume the accounts for the MNFI Purchase Req were coming from here—can you take a look and let me know which? I have Wash Ave Bank Stabilization and I think Gd Rvr Bank Stabilization, and Moores Rvr Drive? Were those the three you wanted?
Let me know!

Michelle Smalley
Administrative Assistant
Public Service Department – Business, Permits & Technology
124 W. Michigan Ave. | Lansing, MI 48933
O: (517) 483-4818 | E: michelle.smalley@lansingmi.gov
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)

<image001.png>

<MNFI Accounts.pdf>

**CITY OF LANSING**

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

TO: DEWPOINT INC
1921 E MILLER ROAD STE B
LANSING, MI 48911

PURCHASE ORDER	
P.O. NUMBER	P085686
DATE	08/07/18
VENDOR I.D.	V003894
DELIVERY DATE	
FOB	
REQUISITION NO	PR014002
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

PHONE# (517) 393-5448 FAX# (517) 393-5448

Page 1 of 1

DELIVER ITEMS TO:

FINANCE DEPARTMENT INFORMATION TECHNOLOG
201 N GRAND AVE
LANSING, MI 48933

SEND INVOICE TO:

FINANCE DEPARTMENT INFORMATION TECH
201 N GRAND AVE
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	CLIENT SERVICES MANAGER	198,000	LS	1.00	198,000.00
TAX					0.00
TOTAL					198,000.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

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

**CITY OF LANSING**

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

TO: DEWPOINT INC
1921 E MILLER ROAD STE B
LANSING, MI 48911

PURCHASE ORDER	
P.O. NUMBER	P085687
DATE	08/07/18
VENDOR I.D.	V003894
DELIVERY DATE	
FOB	
REQUISITION NO	PR014003
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

PHONE# (517) 393-5448 FAX# (517) 393-5448

Page 1 of 1

DELIVER ITEMS TO:

FINANCE DEPARTMENT INFORMATION TECHNOLOG
201 N GRAND AVE
LANSING, MI 48933

SEND INVOICE TO:

FINANCE DEPARTMENT INFORMATION TECH
201 N GRAND AVE
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	PROJECT MANAGEMENT SERVICES	162,000	LS	1.00	162,000.00
				TAX	0.00
				TOTAL	162,000.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

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



INGHAM COUNTY/CITY OF LANSING COMMUNITY CORRECTIONS ADVISORY BOARD

MARY E. SABAJ
CCAB Manager

JAMES WEBSTER
CCAB Staff Consultant

HON. CLINTON CANADY
30th Judicial Circuit
Criminal Division
CHAIRPERSON

MAJOR SAM DAVIS
Ingham Co. Sheriff's Office
VICE CHAIRPERSON

CAROL KOENIG
FINANCIAL OFFICER
Ingham County
Board of Commissioners

LISA MCCORMICK
SECRETARY
Ingham Co. Prosecutor's Office

HON. JANELLE A. LAWLESS
30th Judicial Court
Family Division

HON. FRANK DELUCA
54-A District Court

PATRICIA SPITZLEY
Lansing City Council

VACANT
Adult Probation Supervisor

MICK S. GREWAL
Criminal Defense Attorney

LT. TRACI RUIZ
Lansing Police Department

VACANT
Business Community

TIM BARRON
Communications
Media

MONICA JAHNER
Community Alternative Program

VACANT
Workforce Development

July 26, 2018

Chris Swope
City Clerk
9th Floor
124 W. Michigan Ave.
Lansing, MI 48933

Dear Mr. Swope,

On behalf of the Ingham County/City of Lansing Community Corrections Advisory Board (CCAB), I respectfully request that the Lansing City Council consider and approve the FY 2018-2019 State of Michigan - Office of Community Corrections Funding Application. This application provides State funding for administration, community treatment and services programming and community residential facility treatment services for the local offender population.

The Application was approved by the Ingham County Board of Commissioners on June 12, 2018. I have included a copy of Resolution #18-264 for your reference.

Thank you.

Mary Sabaj, J.D.
CCAB Manager

**ADOPTED - JUNE 12, 2018
AGENDA ITEM NO. 28**

Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE SUBMISSION OF A GRANT APPLICATION AND A
CONTRACT WITH THE MICHIGAN DEPARTMENT OF CORRECTIONS FOR
INGHAM COUNTY/CITY OF LANSING COMMUNITY CORRECTIONS AND
PROGRAM SUBCONTRACTS FOR FY 2018-2019**

RESOLUTION # 18 – 264

WHEREAS, the State Community Corrections Advisory Board, the Ingham County Board of Commissioners, and the City of Lansing approved the original Ingham County/City of Lansing Community Corrections Comprehensive Plan in 1991; and

WHEREAS, the State Community Corrections Advisory Board approved the Funding Application and Plan for FY 2018-2019; and

WHEREAS, the FY 2018-2019 Application provides for the following CCAB Plans and Services programming: Relapse Prevention and Recovery (\$67,898) to be provided by C-E-I CMH; Gatekeeper services (\$4,069) to be provided by the CCAB Staff Consultant; MRT Cognitive Change Groups (\$26,082) to be provided by Prevention and Training Services; Domestic Violence Intervention Groups (\$12,000) to be provided by Prevention and Training Services; Opioid Specific Program services (\$55,000) to be provided by Tri County Community Adjudication Program; Day Reporting services (\$53,700) to be provided by Northwest Initiative – ARRO; and, Electronic Monitoring Services for Pretrial defendants (\$10,134) to be provided by Sentinel, Inc., for a subcontracted program total of \$254,566 for the time period of October 1, 2018 through September 30, 2019; and

WHEREAS, the FY 2018-2019 Application also provides funding for a special part-time Pretrial Services Investigator (\$25,683) to enhance the community supervision capacity of 30th Circuit Court Pretrial Services and for CCAB Administration in the amount of \$50,422 for a Plans and Services total of \$304,988 for the time period of October 1, 2018 through September 30, 2019; and

WHEREAS, the FY 2018-2019 Application also provides for 1.23 beds per day funded with Drunk Driver Jail Reduction – Community Treatment Program (DDJR-CTP) grant funds in the amount of \$21,169; and

WHEREAS, Ingham County is also provided with availability of a projected average daily population of 30 residential beds with M.D.O.C. contracting directly, with residential providers rather than with local jurisdictions, for a projected value of \$531,075; and

WHEREAS, pursuant to the FY 2018-2019 Application, the County may enter into subcontracts for the purpose of implementing Plans and Services programs and services identified in the Community Corrections Plan and Application; and

WHEREAS, the Subcontractors for Plans and Services programming are willing and able to provide the services that the County requires.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an Agreement with the Michigan Department of Corrections for Ingham County/City of Lansing Community Corrections for FY 2018-2019 in the amount of \$304,988 in CCAB Plans and Services and Administration funds, and \$21,169 in Drunk Driving Jail Reduction and Community Treatment Program funds for a total of \$326,157 for the time period of October 1, 2018 through September 30, 2019.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into subcontracts for CCAB Plans and Services programming from October 1, 2018 through September 30, 2019 with Prevention and Training Services for the cost of MRT Change Groups for a cost not to exceed \$26,082; with Prevention and Training Services for the cost of Domestic Violence Intervention Groups for a cost not to exceed \$12,000; with Tri County Community Adjudication Program for the cost of Opioid Specific Program services not to exceed \$55,000; with CEI Community Mental Health for the actual cost of Relapse Prevention and Recovery services not to exceed \$67,898; with Northwest Initiative - ARRO for the actual cost of Day Reporting services not to exceed \$53,700; and with Sentinel, Inc. for the actual cost of electronic monitoring services for Pretrial defendants not to exceed \$10,134.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the continued funding of a special part-time (19 hours per week) Pretrial Services Investigator position at the ICEA PRO06 salary grade not to exceed \$25,683.

BE IT FURTHER RESOLVED, that entering into the subcontracts and maintaining the Pretrial Services Investigator position are contingent upon entering into the Agreement with the State.

BE IT FURTHER RESOLVED, that the subcontracts and Pretrial Services Investigator position are contingent throughout the subcontract period on the availability of grant funds from the State of Michigan for these purposes.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any necessary contracts\subcontracts consistent with this resolution subject to approval as to form by the County Attorney.

LAW & COURTS: Yeas: Crenshaw, Hope, Banas, Schafer, Maiville
Nays: None **Absent:** Celentino, Anthony **Approved 05/31/2018**

FINANCE: Yeas: Grebner, Anthony, Crenshaw, Tennis, Koenig, Louney, Schafer
Nays: None **Absent:** None **Approved 06/06/2018**

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

WHEREAS, the State Community Corrections Advisory Board, the Ingham County Board of Commissioners, and the City of Lansing approved the original Ingham County/City of Lansing Community Corrections Comprehensive Plan in 1991; and

WHEREAS, the State Community Corrections Advisory Board approved the Funding Application and Plan for FY 2018-2019; and

WHEREAS, the FY 2018-2019 Application provides for the following CCAB Plans and Services programming: Relapse Prevention and Recovery (\$67,898) to be provided by C-E-I CMH; Gatekeeper services (\$4,069) to be provided by the CCAB Staff Consultant; MRT Cognitive Change Groups (\$26,082) to be provided by Prevention and Training Services; Domestic Violence Intervention Groups (\$12,000) to be provided by Prevention and Training Services; Opioid Specific Program services (\$55,000) to be provided by Tri County Community Adjudication Program; Day Reporting services (\$53,700) to be provided by Northwest Initiative – ARRO; and, Electronic Monitoring Services for Pretrial defendants (\$10,134) to be provided by Sentinel, Inc., for a subcontracted program total of \$254,566 for the time period of October 1, 2018 through September 30, 2019; and

WHEREAS, the FY 2018-2019 Application also provides funding for a special part-time Pretrial Services Investigator (\$25,683) to enhance the community supervision capacity of 30th Circuit Court Pretrial Services and for CCAB Administration in the amount of \$50,422 for a Plans and Services total of \$304,988 for the time period of October 1, 2018 through September 30, 2019; and

WHEREAS, the FY 2018-2019 Application also provides for 1.23 beds per day funded with Drunk Driver Jail Reduction – Community Treatment Program (DDJR-CTP) grant funds in the amount of \$21,169; and

WHEREAS, Ingham County is also provided with availability of a projected average daily population of 30 residential beds with M.D.O.C. contracting directly, with residential providers rather than with local jurisdictions, for a projected value of \$531,075; and

WHEREAS, pursuant to the FY 2018-2019 Application, the County may enter into subcontracts for the purpose of implementing Plans and Services programs and services identified in the Community Corrections Plan and Application; and

WHEREAS, the Subcontractors for Plans and Services programming are willing and able to provide the services that the County requires; and

WHEREAS, the Ingham County Board of Commissioners approved the submission of the Funding Application and Plan for FY 2018-2019 and a Contract with the Michigan

Department of Corrections to implement the Plan, by Resolution # 18-264 on June 12, 2018.

THEREFORE BE IT RESOLVED, that the Lansing City Council approves and authorizes the submission of the Funding Application and Plan for FY 2018-2019, pursuant to Michigan Act 511 of 1988.

BE IT FINALLY RESOLVED, that the Lansing City Council approves Ingham County to administrate the Agreement with the with the Michigan Department of Corrections as set forth herein.

RESOLUTION 2017-240
BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Charter of the City of Lansing requires the Council to adopt an annual statement of Budget Policies and Priorities serving to guide the Administration in developing and presenting the Fiscal Year 2018-2019 Budget; and

WHEREAS, the City Council, with joint efforts from the Administration and the Financial Health Team, established the following Mission/Vision and goals; and

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

- I. Promoting a vibrant, safe, healthy and inclusive community that provides opportunity for personal and economic growth for residents, businesses and visitors
 - a. The City's diverse economy generates and retains (sustains) high quality stable jobs that strengthen the sales and property tax base and contribute to an exceptional quality of life.
 - b. The City is governed in a transparent, efficient, accountable and responsive manner on behalf of all citizens.
 - c. The City's neighborhoods have various resources that allow them to be on a long term viable and appealing basis.
 - d. Support economic development initiatives that promote and retain new industries and markets.
- II. Securing short and long term financial stability through prudent management of city resources.
 - a. Wise stewardship of financial resources results in the City's ability to meet and exceed service demands and obligations without compromising the ability of future generations to do the same.
 - b. Pursue and facilitate shared services regionally that allow for cost savings and revenue enhancement.
 - c. Support initiatives that build the City's property and income tax base.
- III. Providing reliable, efficient and quality services that are responsive to the needs of residents and businesses.
 - a. The City's core services and infrastructure are efficiently, effectively and strategically delivered to enable economic development and to maintain citizen's health, safety and general welfare.

IV. Adopting sustainable practices that protect and enhance our cultural, natural and historical resources.

- a. Seek partnership opportunities with educational and corporate institutions and to maintain and expand our talent base.
- b. Create vibrant places, support events and activities that showcase our waterfront and green spaces.
- c. Raise the level of support for projects and initiatives that showcase local and state history.

V. Facilitating regional collaboration and connecting communities.

- a. The City has a safe efficient and well connected multimodal transportation system that contributes to a high quality of life and is sensitive to surrounding uses.
- b. Seek a balanced distribution of affordable housing in the tri-county region.

WHEREAS, the City Council would like to continue its commitment, if funding is available, to:

- Maintain and improve the City's infrastructure;
- Preserve and ensure clean, safe, well-maintained housing and neighborhoods;
- Provide comprehensive and affordable recreational programs and youth and family services;
- Explore alternatives for improved efficiency in service and delivery; and

WHEREAS, in considering these Fiscal Year 2018-2019 Budget priorities, the Administration is encouraged to ascertain the feasibility of funding any new programs through either the reduction of spending in existing program areas or the exploration of new funding sources that would assure the sustainability of the program; and

WHEREAS, the Administration is encouraged to supplement, not supplant any existing resources for police, fire and local roads with the General Fund revenues collected under this millage; and

WHEREAS, the Administration was requested to include in its Fiscal Year 2018-2019 Budget, the necessary funding to accomplish all requested plans, studies, evaluations, reviews, report submissions, program assessments, and analyses noted within this resolution below, or alternatively documentation as to why such activities are prohibitively costly; and

WHEREAS, the Lansing City Charter states that the budget proposal due on the fourth Monday in March of each year shall contain "the necessary information for understanding the budget" and how the proposal addresses the priorities proposed by the City Council.

NOW BE IT RESOLVED, that the Lansing City Council, hereby, acknowledges that the City will likely need to adopt, at best, a budget which recognizes the structural changes that are the result of lost revenues and future liabilities, encourages the Administration to prudently develop next year's budget with the following conditions:

- Protection of public and emergency services.

BE IT FURTHER RESOLVED, that the Administration review the attached statement of policies and priorities and implement those items that would boost efficiencies to increase productivity or reduce costs, that could replace existing programming, or if funding becomes available, that could be considered as new programming; and

BE IT FURTHER RESOLVED, that the Administration is requested to the extent practicable to include non-appropriations clauses and other similar out provisions in existing and future leases, and vendor contracts upon review of City Council; and

NOW THEREFORE BE IT FURTHER RESOLVED that the Administration provide all requested plans, studies, evaluations, reviews, report submissions, program assessments, and analyses noted within this resolution below, or alternatively documentation as to why such activities were prohibitively costly, by the fourth Monday in March 2018.

- I. Promoting a vibrant, safe, healthy and inclusive community that provides opportunity for personal and economic growth for residents, businesses and visitors.
 - a) The City's diverse economy generates and retains (sustains) high quality stable jobs that strengthen the sales and property tax base and contribute to an exceptional quality of life
 - (1) Economic Development The Administration should require a beautification standard/expectation and a storm water mitigation plan for all proposed development projects that receive incentives from the City. Such standards should serve as a planning and economic development tool that will enhance property values, create jobs, and revitalize neighborhoods and business areas. These standards and plan should be presented to the City Council.
 - b) The City is governed in a transparent efficient accountable and responsive manner on behalf of all citizens.
 - (1) Administration is to present to City Council a delineation of recommendations of the Financial Health Team, noting which recommendations have been implemented, which are in the FY

2018/2019 proposed Budget, which are planned to be implemented at a future time, and which have been determined not to be implemented at any time. A timetable for future implementation is requested.

- (2) Administration is to present to Council a Supplemental Accounting Level Detail. Administration is to develop a plan and timeline for the implementation of performance based budgeting.
 - (3) Develop and analyze a cost recovery schedule for City services.
 - (4) Develop a return on investment analysis for all proposed changes in City services.
 - (5) Identify and provide a complete and ongoing analysis of the City's structural deficits and the Administration's plan to eliminate the same.
 - (6) Incorporate into the proposed Budget a 5-Year projection of revenues and expenditures.
- c) The City's neighborhoods have various resources that allow them to be long term viable and appealing.
- (1) Administration research and issue a report on surrounding community models for neighborhood organization technical support structure within the City.
 - (2) Working with the City Attorney and Fire Department Code Compliance Division to expedite improvements or closure of abandoned, neglected, and burned out houses and commercial building by using the International Property Maintenance Code (IPMC) and adopt the latest version of the IPMC from the State of Michigan. Develop aggressive policies to deal with problematic property owners.
 - (3) Food Access: The Administration and the City of Lansing Economic Development Corporation should increase quality food access throughout the City using all incentives available.
 - (4) Code Compliance: The Administration shall ensure the Code Compliance Department is conducting the appropriate inspections and issuing appropriate fines to ensure the buildings in our City are safe and that we have quality neighborhoods. The Administration

is to conduct a study of Code Compliance to determine a level of service for first time inspections and re-inspections assuring the safety of the housing stock for residential and mobile homes.

- d) Support economic development initiatives that promote and retain new industries and markets.
- II. Securing short and long term financial stability through prudent management of City resources.
- a) Wise stewardship of financial resources results in the City's ability to meet and exceed service demands and obligations without compromising the ability of future generations to do the same.
 - (1) Administration is requested to submit the following list of deliverables when they are due per City Charter and State Statute and adhere to them based on these priorities.
 - (a) Comprehensive Annual Financial Audit (CAFR)- annually, no later than December 31st of each year, in accordance with the State Statute.
 - (b) During the months of October, January and April of each fiscal year, the Director of Finance shall provide a written report showing the control of expenditures. (Charter- Article 7-110)
 - (c) By September 1st of each fiscal year, the Administration shall provide a written budget update report so that Council can review their standings on current budget items in preparation for the Council required creation of Budget Policies and Priorities that need to be adopted by October 1, 2016 2017. (Charter- Article 7-102)
 - (d) No later than the last regular City Council meeting in January of each year, the Mayor shall present a state of the City report to the City Council and to the public. (Charter- Article 4 -102.4)
 - (e) The Mayor shall submit the Proposed Budget with annual estimate of all revenues and annual appropriation of expenditures no later than the 4th Monday in March of each year. (Charter – Article 7-101)

- (f) Administration shall present to Council each department budget in preparation for Council to adopt the Budget Resolution no later than the 3rd Monday in May each year.
- b) Pursue and facilitate shared services regionally that allow for cost savings and revenue enhancement.
 - (1) Administration pursue partnerships with stakeholders, (intra municipal and intergovernmental), to align services in relation to public services.
 - (2) Facilities Plan: The Administration is requested to submit to the City Council a five and ten year Master Facilities Plan including school and county facilities that are used for current and future City uses. City Council is also requesting that the Administration continue to work on any delayed maintenance issues with regard to all City Facilities.
- c) Support initiatives that build City's property and income tax base

III. Providing reliable, efficient and quality services that are responsive to the needs of residents and businesses.

- a) The City's core services and infrastructure are efficiently, effectively and strategically delivered to enable economic development and to maintain citizen's health, safety and general welfare.
 - (1) Establish funding for an additional Code Compliance Officer dedicated to sign enforcement, and Commercial buildings based under the authority of the IPMC. As well as an additional support staff to track down property owners that have not scheduled re-inspection and to research properties suspected of being unregistered rentals.
 - (2) City-wide Emergency Preparedness: The Administration should allocate sufficient funding for the Emergency Management Division to prepare City Employees with appropriate emergency training, continue efforts to prepare the public and neighborhood groups to assist in emergencies, and provide basic search and rescue operations and necessary emergency equipment at key City facilities, and communicate the plan to the Lansing City Council and the public. Updated and continual training should be provided. The

Administration shall assist residents in times of unforeseen disasters.

- (3) Fire Facilities Maintenance: The Administration is to conduct a study of the maintenance needs of all fire stations and report to City Council an update of the status of the study by the 4th Monday of March. Along with a funding recommendation for short and long term improvement to these structures.
- (4) Regionalism: The Administration should continue with the current regional efforts, and look into the possibility of expanding the efforts.
- (5) Police-Community Relations: Designate funding to help the Police Department to ensure the improvement of police-community relations. Reaffirming the City's commitment to equality and freedom for all people regardless of actual or perceived race, sex, religion, ancestry, national origin, color, age, height, weight, student status, marital status, familiar status, housing status, military discharge status, sexual orientation, gender identification or express, mental or physical limitation, and legal source of income.
- (6) Crime Prevention: Designate funding to invest in programs for long-term crime prevention strategies.
- (7) Allocate Overtime for Problem Solving Area: Designate sufficient funding for overtime for police officers to address problem solving to help certain crime and address quality of life issues.
- (8) Community Policing: Continue and increase funding along with searching for grant funds for COPs in neighborhoods with goal not only to reduce crime but to stabilize the neighborhood over an extended period of time that will help to ensure its ability to rebound.
- (9) Leadership vacancies: Develop and implement a plan and timeline to fill all funded vacancies and provide a report to City Council.
- (10) Front –loading of Police Officers: Continue to front-load Police Officers so that we have officers ready to take the road when officers retire.

IV. Adopting sustainable practices that protect and enhance our cultural, natural and historical resources.

- a) Seek partnership opportunities with educational and corporate institutions and to maintain and expand our talent base.
- b) Create vibrant places, support events and activities that showcase our waterfront and green spaces.
 - (1) Trail/Greenways The Administration should encourage the Parks and Recreation Department to work collaboratively with the Tri-County Planning Commission to develop/expand our citywide/regional trail system and seek opportunities to reduce expenses in this effort. Additionally, look at the feasibility of connecting the River Trail (through bike lanes/Greenways to Trails) where there is currently no access to the trail.
- c) Raise the level of support for projects and initiatives that showcase local and state history.

V. Facilitating regional collaboration and connecting communities

- a) The City has a safe efficient and well connected multimodal transportation system that contributes to a high quality of life and is sensitive to surrounding uses.
 - (1) Corridor: City Council encourages the Administration continue to develop a plan and report its status to the Lansing City Council that seeks to revitalize and enhance all major corridors that lead into the City.
- b) Seek a balanced distribution of affordable housing in the tri-county region.

VI. LANSING BOARD OF PUBLIC SERVICE BUDGET PRIORITIES RESOLUTION ON JULY 13, 2017

RESOLVED, recognizing the financial challenges facing the City of Lansing ("City") and its Public Service Department ("Department"), including the Department's obligations to comply with numerous mandates, including unfunded mandates, the Lansing Board of Public Service supports the efforts of the Department.

RESOLVED, the Board of Public Service supports and recommends the following budget priorities to the Lansing City Council for consideration with Council's Budget Policies and Priorities for the Fiscal Year July 1, 2018 – June 30, 2019:

1. General Fund levels should be increased for implementation of the City's Street System Asset Management Plan, and for additional funding for reconstructing neighborhood streets with a Pavement Surface Evaluation Rating of 4 or lower;
2. Continued implementation of the recommendations in the City's Complete Streets Ordinance, and funding of the sidewalk gap closure program, sidewalk repairs and right-of-way maintenance and improvement, consistent with keeping safety a priority;
3. Increase funding to update and improve the fleet of city vehicles, with specific priority for the Public Service Department;
4. Continued support for maintaining, keeping current and updating of the City's Cityworks Asset Management Software, consistent with legal requirements and improved efficiencies, along with other financial considerations;
5. The City should approve a budget to: (i) expand opportunities for multi-family residential and business recycling; and (ii) implement organic waste recovery;
6. Explore the establishment of a Material Recovery Facility (MRF) for the recovery of recyclable commodities; and
7. The Department's efforts to secure approval for the implementation of the Wet Weather Program, submitted to the Michigan Department of Environmental Quality in 2011.

RESOLVED, as the Department generates savings through improved efficiencies in service delivery and other areas, these savings should be maintained within the Department.



Chris Swope, CMMC/MMC
Lansing City Clerk

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