



AGENDA
Committee on Ways and Means
Friday, April 12, 2019 @ 9:30 a.m.
City Council Conference Room, City Hall 10th Floor

Updated April 11, 2019 4:00 p.m.

Councilmember Spitzley, Chair
Councilmember Spadafore, Vice Chair
Council Member Dunbar, Member

1. Call to Order

2. Approval of Minutes

- March 22, 2019

3. Public Comment on Agenda Items

4. Discussion/Action:

- A. RESOLUTION** – Funding Application; Michigan Department of Transportation (MDOT) Local Bridge Program for FY 2022 (PEND-817)
- B. Sole Source Purchase** – Human Resources Department request for Segal Waters Consulting as the vendor for classification services
- C. Grant Acceptance;** U.S.Conference of Mayors Dollarwise Grant (PEND-832)
- D. Grant Acceptance;** State of Michigan Enhancement Grant for the purposes of funding of the Downtown Two-way Street Conversion Project
- E. Additional Funding Acceptance;** State of Michigan Transportation Funding

5. Other

6. Adjourn

[illegible]

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MINUTES

**Committee on Ways and Means
Friday, March 22, 2019 @ 8:30 a.m.
10th Floor Conference Room, City Hall**

CALL TO ORDER

The meeting was called to order at 8:30 a.m.

ROLL CALL

Council Member Patricia Spitzley, Chair
Council Member Peter Spadafore, Vice Chairperson
Council Member Kathie Dunbar, Member – arrived at 8:32 a.m.

OTHERS PRESENT

LaSondra Crenshaw, Administrative Assistant
Eric Brewer, Council Internal Auditor
Jim Smiertka - City Attorney
Brett Kaschinske, Director of Parks & Rec
Angela Bennett, Finance Director

Minutes

MOTION BY COUNCIL SPADAFORE MEMBER TO APPROVE THE MINUTES FROM MARCH 8, 2019 AS PRESENTED. MOTION CARRIED 2-0.

Public Comment

No public in attendance at the meeting

Discussion/Action

RESOLUTION – Grant Acceptance; Land Acquisition Grant Application – Authorizing Michigan Natural Resources Trust Fund (MNRTF) Grant Funding to acquire parcel #33-01-01-34-425-011, 1624 E. Cavanaugh Road

Mr. Kaschinske advised this parcel is located right across from the entrance to Hawk Island Park along the river trail in the flood plain. The building must be used for recreational purposes or either knocked down, and they intend to knock them down.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR LAND ACQUISITION GRANT APPLICATION AUTHORIZING MICHIGAN NATURAL RESOURCES TRUST FUND (MNRTF) GRANT FUNDING TO ACQUIRE PARCEL #33-01-01-34-425-011, 1624 E. CAVANAUGH ROAD. MOTION CARRIED 3-0

RESOLUTION – Grant Acceptance; Lansing Acquisition Grant Application – Authorizing Michigan Natural Resources Trust Funds (MNRTF) Grant Funding to acquire #33-01-01-21-202-001, 342 E. St. Joseph St. #1

Mr. Kaschinske advised this parcel is located on the corner of River & St Joseph Street on the east side, and all park land is to the south of 496. This parcel is in the flood plain and they are working with emergency management and are looking to demolish as this could provide additional parking if needed. They would not be calling this a new park just an addition to Cherry Hill Park.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR LANSING ACQUISITION GRANT APPLICATION – AUTHORIZING MICHIGAN NATURAL RESOURCES TRUST FUNDS (MNRTF) GRANT FUNDING TO ACQUIRE #33-01-01-21-202-001, 342 E. ST. JOSEPH ST. #1. MOTION CARRIED 3-0

RESOLUTION – Grant Acceptance; Lansing Acquisition Grant Application – Authorizing Michigan Natural Resources Trust fund (MNRTF) Grant Funding to acquire #33-01-01-21-202-011, 700 River Street

Mr. Kaschinske advised this parcel is adjacent to 342 E. St. Joseph St. #1, and they plan to do a demolition.

Council Member Spadafore asked who owns these parcels. Mr. Kaschinske advised they are privately owned.

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Council Member Dunbar asked if the city is paying top dollar for these parcels. Mr. Kaschinske advised that the city is not paying top dollar as the grant requires the parcels be purchased at the appraised value.

Council Member Spitzley asked how they found out about these properties, and who is responsible for maintaining the properties. Mr. Kaschinske advised they were found through Emergency Management, and Park and Recreation would be responsible for maintaining the property.

MOTION BY COUNCIL MEMBER SPADAFORÉ TO APPROVE THE RESOLUTION FOR LANSING ACQUISITION GRANT APPLICATION – AUTHORIZING MICHIGAN NATURAL RESOURCES TRUST FUND (MNRTF) GRANT FUNDING TO ACQUIRE #33-01-01-21-202-011, 700 RIVER STREET. MOTION CARRIED 3-0

OTHER

No other topics of discussion

ADJOURN

Adjourn at 8:47 a.m.

Submitted by,

LaSondra Crenshaw, Administrative Assistant

Lansing City Council

Approved by the Committee on _____

RESOLUTION #
BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING
RESOLUTION APPROVING APPLICATION TO MICHIGAN DEPARTMENT OF
TRANSPORTATION FOR LOCAL BRIDGE PROGRAM FUNDING

WHEREAS the Michigan Department of Transportation (MDOT) is currently soliciting applications for candidate projects for the Local Bridge Program to be funded in the 2022 fiscal year; and

WHEREAS May 1, 2019 is the anticipated deadline for submitting the applications; and

WHEREAS up to five funding applications per agency for bridge projects can be submitted in accordance with the MDOT Call for Projects; and

WHEREAS the City of Lansing, Public Service Department, intends to submit Local Bridge Program funding applications to MDOT for the following five projects listed in the order of priority and funding category:

<u>Priority</u>	<u>Project</u>	<u>Funding Category</u>
1.	Aurelius Road over Pawlowski Creek	Replacement
2.	E Elm Street over Red Cedar River	Replacement
3.	S Washington Avenue over Grand River	Preventative Maintenance
4.	Beech Street over Red Cedar River	Preventative Maintenance
5.	Shiawassee Street over Grand River	Preventative Maintenance

WHEREAS, if successful, the City would receive state or federal funding to finance 95% of construction cost, and the City would fund 5% of the construction and 100% of the engineering costs for any bridge project selected; and

WHEREAS the estimated construction cost of the above listed projects and City's share of construction and engineering costs are tabulated below; and

#	Project	Estimated Construction Cost	City's Share		
			Match 5%	Engineering 25%	TOTAL
1	Aurelius Rd over Pawlowski Creek	\$1,374,000	\$68,700	\$343,500	\$412,200
2	E Elm St over Red Cedar River	\$2,977,000	\$148,850	\$744,250	\$893,100
3	S Washington over Grand River	\$315,000	\$15,750	\$78,750	\$94,500
4	Beech Street over Red Cedar River	\$46,000	\$2,300	\$11,500	\$13,800
5	Shiawassee Street over Grand River	\$168,000	\$8,400	\$42,000	\$50,400

WHEREAS, any one or any combination of the above five projects could be approved for 2021 funding; and

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council approves the submittal of the FY 2022 funding applications for the MDOT's Local Bridge Program as listed in the priority above.

BE IT FURTHER RESOLVED that upon grant award, the Mayor is authorized through the Public Service Director to administratively appropriate the necessary accounts for City costs associated with any bridge project selected, which will be budgeted with Act 51 funds.

.



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE:

GRANT NAME: Michigan Local Bridge Program for FY 2022

DEPARTMENT: Public Service

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Dean Johnson, Dean.Johnson@lansingmi.gov, 483-4458

APPLICATION DATE May1, 2019

AWARD DATE: October 2021

GRANT CYCLE: _____ Check One: ☒ Annual ☐ One-Time

FUND AMOUNT: \$4,880,000 (Breakdown below should total this amount)

GOODS & SERVICES

PERSONNEL

CONSTRUCTION \$4,880,000.00

LAND \$0.00

OTHER (Training)

CITY MATCH (IF APPLICABLE): \$244,000

Please note that the \$4,880,000 is the amount if all five bridges are selected. Typically, the City gets selected for 0 to 2 bridges each cycle.

GRANT PAYS FOR: 95% of bridge construction, if the bridge project is selected for funding.

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

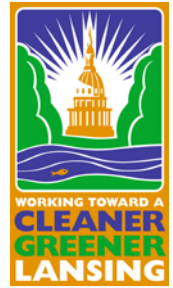
The Michigan Local Bridge Program provides funding bridge replacement, rehabilitation and preventative maintenance in the ACT 51 road system. The State of Michigan provides up to 95% of the funding of the project, with the City's share 5%. A road agency may apply for up to 5 bridge projects (note – preventative maintenance projects may have multiple bridges as part of the project). The funding is to be used for the construction of the bridge project, the associated approach work, and traffic control. Engineering costs (design and construction) are not allowed, with the City responsible for the engineering costs.



Andy Schor, Mayor

PUBLIC SERVICE DEPARTMENT

7th Floor City Hall
124 West Michigan Avenue
Lansing, Michigan 48933
(517) 483-4455
FAX: (517) 483-6082
www.lansingmi.gov/pubserv



Funding Application: MDOT Local Bridge Program for FY 2022

The Michigan Local Bridge Program provides funding bridge replacement, rehabilitation and preventative maintenance in the ACT 51 road system. The State of Michigan provides up to 95% of the funding of the project, with the City's share 5%. A road agency may apply for up to 5 bridge projects (note – preventative maintenance projects may have multiple bridges as part of the project). The funding is to be used for the construction of the bridge project, the associated approach work, and traffic control. Engineering costs (design and construction) are not allowed, with the City responsible for the engineering costs.

The City of Lansing Public Service Department plans on submitting five bridge applications in the current bridge application cycle. This will be for FY 2022. The five bridges are as follows:

Aurelius Road over Pawlowski Creek

The Aurelius Road Bridge over the Pawlowski Creek Drain is composed of two arched corrugated metal pipes (CMP) with concrete headwalls. The combined span length is 27-feet and the length of pipe is 66-feet. Under State guidelines, arches/culverts spanning more than 20 feet qualify as a bridge. The corrugated tubes have significant corrosion and are in need of replacement. The submitted application will request that the existing culverts be replaced with a precast culvert. The estimated cost is \$1,374,000. This bridge represent the City's number one priority.

E Elm Street over Red Cedar River

The East Elm Street Bridge over the Red Cedar River is a two-span, adjacent box beam structure with a hot mixed asphalt (HMA) deck surface. The overall length of the bridge is 130'-7" and it has an out-to-out width of 42'-5". The box-beams of the bridge are deteriorated and the whole structure is in need of replacement. The submitted application will request the replacement of the bridge. The estimated cost is \$2,977,000. This bridge represents the City's number two priority.

S Washington Avenue over Grand River

The South Washington Avenue Bridge over the Grand River is a single span, steel plate girder structure with a concrete deck. The overall length of the bridge is 154'-0", with an out-to-out width of 77'-5". The application is for preventative maintenance, including an epoxy overlay, expansion joint replacement, zone beam painting, and approach work. The cost is estimated at \$315,000. This compares to a deck replacement cost of \$1,554,000 (FY2022 dollars) in 20 years. This represents the City's number 3 priority.

Beech Street over Red Cedar River

The Beech Street Bridge over the Red Cedar River is a three span, adjacent concrete box beam structure with a concrete deck. The overall length of the bridge is 159 feet with an out-to-out width of 39 ft – 10 in. The application is for preventative maintenance, including an epoxy overlay and small concrete repairs. The cost is estimated at \$46,000. This compares to a deck replacement cost of \$798,000 (FY2022 dollars) in 20 years. This represents the City's number 4 priority.

Shiawassee Street over Grand River

The Shiawassee Street Bridge over the Grand River is a three span, prestressed I-beam structure with a reinforced concrete deck. The overall length of the bridge is 384'-0", with an out-to-out width of 75'-1". This application is for preventative maintenance, including epoxy overlay, substructure crack injection and approach work. The cost is estimated at \$168,000. This compares to a deck replacement cost of \$3,355,000 (FY2022 dollars) in 30 years. This represents the City's number 5 priority.



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)

MEMO

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

From: Linda Sanchez-Gazella, HR Director *LSG*

Date: February 26, 2019

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.

SEGAL WATERS CONSULTING Consulting Agreement

This Agreement between The Segal Company (Western States) Inc., a **Maryland** corporation, d/b/a Segal Waters Consulting (hereinafter "Segal Waters") and Lansing, Michigan (hereinafter the "Client") is entered into as of **January 29, 2019**.

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 January 29, 2019 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, Michigan 48933-1694
- B. If to Segal Waters: Elliot R. Susseles
Senior Vice President
1800 M. Street NW, 9th Floor S
Washington, DC 20036
- C. 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 the 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 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

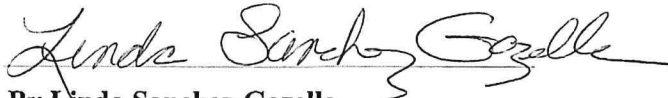
Date

2-12-19

Date



By Andy Schor

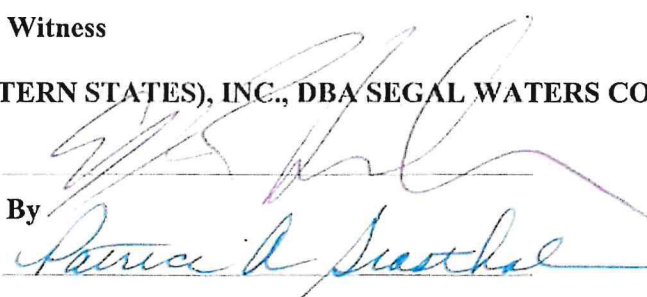

By Linda Sanchez-Gazella

Witness

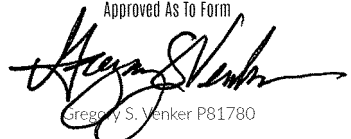
THE SEGAL COMPANY (WESTERN STATES), INC., DBA SEGAL WATERS CONSULTING

Date

By



Witness

Approved As To Form

Gregory S. Venker P81780

CITY OF LANSING, MICHIGAN

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN TO AMEND SECTION 201.05 OF THE CITY OF LANSING CODIFIED ORDINANCES TO PROVIDE FOR SOLE SOURCE PROCUREMENT OF SUPPLIES, SERVICES, OR CONSTRUCTION ITEMS AND SETTING THE CRITERIA FOR SUCH PROCUREMENT

THE CITY OF LANSING ORDAINS:

SECTION ONE: Section 206.05 of Part 2, Title 2, Chapter 206 of the City of Lansing Codified Ordinances is amended to read as follows:

206.05. - Sole source procurement.

(a) A contract for supplies, services or construction items may be awarded by the Mayor or Director, whoever is applicable, without competitive sealed bids when the Director determines, after conducting a good faith review of available sources AND APPLYING THE CRITERIA SET FORTH IN Section 206.05 (C), that there is only one source for supplying the requested supply, service or construction item AND NO OTHER REASONABLE ALTERNATIVE SOURCE EXISTS. The Director, along with a representative from the requesting using agency, shall conduct negotiations as appropriate. The written documentation shall be available for public inspection in the Finance Department.

(b) The sole source procurement shall be made at the lowest obtainable price and the Mayor shall submit a report, at the time the transaction is made, to the City Clerk and Council identifying the number of sole source procurement contracts equal to or in excess of \$15,000.00 awarded by the City, the name of the firms involved and the prices the contracts were awarded for.

(C) THE CRITERIA TO BE FOLLOWED BY THE DIRECTOR IN DETERMINING THAT THERE IS ONLY ONE SOURCE FOR SUPPLYING THE REQUESTED SUPPLY, SERVICE, OR CONSTRUCTION ITEM ARE:

(1) SPECIAL FEATURES ARE REQUIRED; OR

(2) SPECIAL MARKET CONDITIONS EXIST; OR

(3) SPECIAL SERVICES OR FACILITIES ARE REQUIRED; OR

(4) THE SOURCE IS UNIQUE OR SPECIAL IN NATURE; OR

(5) THE SOURCE IS LIMITED OR PROPRIETARY; OR

(6) SALES TERRITORIES OR PRODUCT AVAILABILITY WITHIN LIMITED GEOGRAPHICAL BOUNDARIES REQUIRE SOLE SOURCE PROCUREMENT; OR

(7) WHERE STANDARDIZATION OR COMPATIBILITY IS THE OVERRIDING CONSIDERATION AND SUCH COMPATIBILITY OR STANDARDIZATION CAN ONLY BE ACHIEVED THROUGH THE PURCHASE OR USE OF A UNIQUE PRODUCT; OR

(8) WHERE A PRODUCT OR SERVICE IS SPECIFICALLY IDENTIFIED AS PART OF A GRANT AWARD.

SECTION 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules,

inconsistent with the provisions hereof are hereby repealed in their entirety and shall be void

and of no effect.

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

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

6



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 4/12/2019

GRANT NAME: US Conference of Mayors DollarWise Innovation Grant

DEPARTMENT: Neighborhoods & Citizen Engagement (Office of Financial Empowerment)

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Amber Paxton, -4530

APPLICATION DATE: 12/12/2018

AWARD DATE: 1/4/2019

GRANT CYCLE: 1/4/2019-12/31/2019

Check One: ☐ Annual ☒ One-Time

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

GOODS & SERVICES \$2000.00

PERSONNEL \$8000.00

CONSTRUCTION \$0.00

LAND \$0.00

OTHER (Training)

CITY MATCH (IF APPLICABLE): \$ 0

GRANT PAYS FOR: The Kroger Rewards program is a randomized control trial study in partnership with Dr. Willie Elliott of University of Michigan Ann Arbor and the Community Link Foundation. Approximately 2,000 Lansing School District students will be identified in the intent-to-treat group and offered a special Kroger Rewards card in which 1% to 4% of the group spend of this treatment group will be deposited quarterly into their Lansing SAVE accounts for post-secondary education. This pilot will last 6 months, after which the program will be open to all Lansing SAVE account holders in the district (currently all K-4th graders).

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

1. Pays for print materials and mailing expenses to promotes the Kroger Rewards program for Lansing SAVE (\$2,000)
2. Reimburses city staff time: 500 hours of work to oversee the City's responsibilities in this study and work with Dr. Elliott and AEDI, MSUFCU, and Community Link to compile and analyze results, as well as to prepare for the rewards card to be offered to all families with Lansing SAVE accounts post-grant (\$8,000).

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

WHEREAS, the City of Lansing received a “DollarWise Innovation” Grant; and

WHEREAS, the Dollarwise Innovation grant is a U.S. Conference of Mayors grant and whereby 5 cities were awarded \$10,000.00 grants as part of a selective process, who proposed innovative programs or policies that foster economic mobility and income stability efforts for their residents; and

WHEREAS, the Dollarwise Innovation Grant supports the staff time and printing and mailing expenses required to launch a pilot program using Kroger Rewards to fund Lansing SAVE college savings accounts for youth through rewards from their family’s regular shopping; and

WHEREAS, U.S. Conference of Mayors awarded \$10,000.00 to the City of Lansing; and

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

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the U.S. Conference of Mayors Dollarwise Innovation grant in the total amount of \$10,000.00; with no specified grant period but with a 2-page summary report due on or before December 31, 2019;

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.

1. Pays for print materials and mailing expenses to promotes the Kroger Rewards program for Lansing SAVE (\$2,000)
2. Reimburses city staff time: 500 hours of work to oversee the City's responsibilities in this study and work with Dr. Elliott and AEDI, MSUFCU, and Community Link to compile and analyze results, as well as to prepare for the rewards card to be offered to all families with Lansing SAVE accounts post-grant (\$8,000).



LANSING CITY COUNCIL
GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: April 8, 2019

GRANT NAME: Michigan Enhancement Grant

DEPARTMENT: Public Service

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Mitchell Whisler (517) 483-4249

APPLICATION DATE 2018

AWARD DATE: March 2019

GRANT CYCLE: 2018

Check One: Annual X One-Time

FUND AMOUNT: \$3,300,000

(Breakdown below should total this amount)

GOODS & SERVICES \$2,150,000 (Materials)

PERSONNEL

CONSTRUCTION \$1,150,000

LAND \$0.00

OTHER (Training)

CITY MATCH (IF APPLICABLE): \$ 0

GRANT PAYS FOR: The grant pays for road infrastructure and Traffic Signal/ITS material purchases related to two-way

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

The grant has no match and will pay for the design/construction and materials required to convert the downtown one-way streets to two-way.

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

WHEREAS, on December 5, 2019, the City of Lansing received electronic notification from the State of Michigan that the City of Lansing has received a Michigan Enhancement Grant through the supplemental appropriations as described in PA of 2018, section 759 road improvements to convert up to all six of the downtown one-way streets to two-way traffic; and

WHEREAS, the amount awarded is \$3,300,000; and

WHEREAS, the grant does not have a match requirement; and

WHEREAS, the funding must be used by 2020 unless an amendment for a time extension is approved; and

WHEREAS, the funds will be used for road infrastructure improvements and traffic signal and ITS material costs associated with the two-way conversion; and

WHEREAS, the Public Service Department is requesting acceptance of the Enhancement Grant; and

WHEREAS, the proposed enhancements are identified in the Tri-County Regional Planning Commission's Transportation Improvement Plan; and

WHEREAS, Mitch Whisler, a staff engineer for the Public Service Department, will act as the agent on behalf of the Downtown Lansing Two-way Conversion; and

WHEREAS, the Administration and the City Council recognize the importance of two-way traffic flow within the City's urban core;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves acceptance of the Enhancement grant for the purposes of funding of the Downtown Two-way Street Conversion project;

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

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

WHEREAS, the State of Michigan appropriated \$300,000,000 of funding from the state's general fund with Public Act 207 of 2018 for Transportation projects statewide; and

WHEREAS, disbursements of this funding were made to local units of government in accordance with Act 51 of 1951; and

WHEREAS, the City of Lansing received two disbursements of these funds in FY19 totaling \$1,561,584.90; and

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of this additional funding in the total amount of \$1,561,584.90 for the City of Lansing.

BE IT FINALLY RESOLVED, the Administration is authorized to make the necessary operating transfers for the expenditure.