



AGENDA
Committee on Ways and Means
Friday, July 10th, 2020 @ 8:30 a.m.

Via ZOOM audio/video: <https://us02web.zoom.us/j/85457987564>; Meeting ID: 854 5798 7564

Dial in: (312) 626 6799

Email comments prior to the meeting to sherrie.boak@lansingmi.gov

Councilmember Wood, Chair
Councilmember Spadafore, Vice Chair
Council Member Jackson, Member

1. Call to Order

2. Approval of Minutes

- February 14, 2020

3. Public Comment on Agenda Items

4. Discussion/Action:

A.) RESOLUTION – Grant Acceptance; Michigan Department of Treasury Financially Distressed Cities, Villages and Townships (FDCVT) Grant

B.) RESOLUTION – Installment Purchase Agreement; Financing for Fire Truck and Equipment

C.) Sole Source; Public Service Department; MSKS Inc; Vendor for the purchase of engineering services for the Two-Way Street Conversion Project for Downtown Lansing

D.) Sole Source; Public Service Department; Waterworks Systems and Equipment; Vendor for the purchase of five (5) Warminster fiberglass reinforced plastic replacement slide gates

5. Other

6. Adjourn

With Executive Order 2020-4, Governor Whitmer declared a statewide State of Emergency due to the spread of the novel coronavirus (COVID-19). To mitigate the spread of COVID-19 and to provide essential protections to vulnerable Michiganders and this State's health care system and other critical infrastructure, it is crucial that all Michiganders take steps to limit in-person contact, particularly in the context of large groups. Therefore, the above meetings will be conducted via audio/video conference.

The meetings are being held electronically in accordance with the Open Meetings Act in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may do so by logging into or calling into the meetings using the website or phone number above, and meeting ID provided. Michigan Executive Order 2020-129 provides temporary authorization of remote participation in public meetings and hearings.

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TTY 711) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

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MINUTES
Committee on Ways and Means
Friday, February 14, 2020 @ 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 Carol Wood, Chair
Council Member Peter Spadafore, Vice Chairperson
Council Member Brian T Jackson, Member- excused

OTHERS PRESENT

Sherrie Boak, City Council Office Manager
Lisa Hagen, Assistant City Attorney/Council Research Assistant
Eric Brewer, Council Internal Auditor
Brett Kaschinske, Parks & Recreation Director
Joseph Abood, Chief Deputy City Attorney

Minutes

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE MINUTES FROM JANUARY 27, 2020 AS PRESENTED. MOTION CARRIED 2-0.

Public Comment

No public present at this time.

Discussion/Action

RESOLUTION – City Market Rental Fees

Mr. Kaschinske outlined the request, noting that this is temporary and allowing the use of the structure on the interim basis while the City determines what the final use will be. This resolution includes rental fees and damage deposits for the large are of the structure only, which includes use of the restrooms. The east portion of the building is sectioned off for no access or use. Council Member Wood asked what he rental/lease amount was from Waterfront Grill, and Mr. Kaschinske deferred to Mr. Abood and he was not able to provide that information but would get back to the Committee shortly. Council Member Spadafore asked if the rental contract will require liability and was informed by Mr. Kaschinske it would and they will be required to go through the regular permitting process. Council Member Wood asked the status of the liquor license and Mr. Kaschinske state it would not be used, and Mr. Abood noted he

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was not able to provide details on the status of the currently license at this time or if it was put in escrow. Council Member Wood pointed out there is an ordinance that allows one day liquor licenses in certain areas of Lansing, but Mr. Kaschinske assured the Committee they were not asking for that use, nor did this area fall within that ordinance.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR THE CITY MARKET RENTAL FEES. MOTION CARRIED 2-0.

DISCUSSION – 2020/2021 City Council and Internal Audit Budget(s)

Mr. Brewer presented the City Council budget, which he stated was proposed at \$36,843 lower than 2019/2020 budget, coming in at \$690,134. He noted the reduction was primarily because of future fringe benefit reductions with the new hire for the Administrative Assistant. There was a change in Community Funding, with an increase based on the recommendation to eliminate the line items for Bea Christy Awards Program, Martin Luther King Jr Day and the Cesar Chavez Event and move those funds into the consolidated Community Funding. Council Member Wood explained the reason for the three (3) separate line items, allowing those annual events the option for more than the ordinance \$500 in Community Funding. Council Member Spadafore noted that they wanted all organizations to go through the same process and complete Community Funding applications with full Council approval. Council Member Spadafore noted for the Committee that if the Committee on Personnel does not address or take action on the pension/defined contribution changes for the vacant administrative position, the budget can be changed before it is adopted. Mr. Brewer did not that he spoke to the Budget Director on the Fringe Benefits final number, but it could change once the budget is finalized and the calculation is made.

Mr. Brewer moved to the Internal Auditor budget, noting there were no changes from the current FY2019/2020 budget. Council Member Wood asked if the Fringe Benefit would change when Mr. Brewers position was filled, and Council Member Spadafore confirmed that Council leadership did not know of Mr. Brewers resignation at the time they approved the proposed budget, but it can be adjusted, which would be an estimated \$67,210 reduction in Fringe Benefits. Council Member Wood recommended not sending the budget to Finance until after the Personnel Committee on Monday, but Council Member Spadafore stated that the OCA has sent the recommended changes to the IRS for verification.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE PRESENTED 2020/2021 CITY COUNCIL AND INTERNAL AUDITOR BUDGET, AND FORWARD TO THE CITY FINANCE DEPARTMENT FOR SUBMITAL TO THE MAYOR. MOTION CARRIED 2-0.

Mr. Brewer confirmed the documents would be forwarded to Finance today for the proposed budget.

ADJOURN

Adjourn at 8:45 a.m.

Submitted by,

Sherrie Boak, Council Office Manager

Lansing City Council

Approved by the Committee on _____



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

May 20, 2020

Shelbi Frayer
Chief Strategy & Finance Officer
City of Lansing
124 West Michigan Avenue, 8th Floor
Lansing, MI 48933

Dear Ms. Frayer:

Re: **Grant No. 210088-20**
Notification of Intent to Award – FDCVT Grant FY 2020

The Michigan Department of Treasury (Treasury) – Revenue Sharing and Grants Division received your grant application for the Financially Distressed Cities, Villages, and Townships (FDCVT) grant program. We are pleased to inform you that the proposal your governmental unit submitted entitled **Supporting the Capital City** has been selected for a grant award in the maximum amount of **\$210,000.00**.

Enclosed are two original copies of the Financially Distressed Cities, Villages, and Townships Grant Agreement and a sample Board Resolution.

An electronic fillable version of the sample Board Resolution is located on Treasury's website: http://www.michigan.gov/treasury/0,4679,7-121-1751_2197_58826_69378---,00.html

Next Step

To receive the Final Award, Treasury must receive two original signed copies of the Grant Agreement and a Board Resolution (as indicated in the Conditions of the grant application packet) by Monday, July 20, 2020.

Submission of the signed Grant Agreement and a Board Resolution will signify acceptance of the grant award and will be considered agreement to all provisions specified in the grant application packet, the Notification of Intent to Award letter, and the Grant Agreement.

Please send the required documents by mail to:

Michigan Department of Treasury
Revenue Sharing and Grants Division
PO Box 30722
Lansing, MI 48909

Upon Treasury's review and acceptance/approval of the signed Grant Agreement and Board Resolution, Treasury will sign the Grant Agreement. Treasury will return one executed copy of

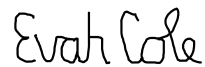
City of Lansing
May 20, 2020
Page 2

the Grant Agreement along with the Final Award letter, after which time the grantee will be responsible for the submission of grant compliance reporting and reimbursement requests.

Awarded funds will not be released until a completed grant agreement has been finalized. Reminder, grant funds are distributed on a reimbursement basis.

Congratulations on the grant award. We appreciate your interest in the FDCVT and look forward to working with you on this project. If you have any questions, please let us know. We can be reached at (517) 335-7484.

Sincerely,

A handwritten signature in black ink that reads "Evah Cole". The signature is written in a cursive, slightly slanted style.

Evah Cole, Division Administrator
Revenue Sharing and Grants Division

Enclosures

**FINANCIALLY DISTRESSED CITIES, VILLAGES, AND TOWNSHIPS
GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF TREASURY
AND CITY OF LANSING**

This Grant Agreement (“Agreement”) is made between the Michigan Department of Treasury, Revenue Sharing and Grants Division (“Treasury”) and City of Lansing (“Grantee”).

The purpose of this Agreement is to provide funding to a financially distressed municipality with conditions that indicate probable financial distress. Legislative appropriation of funds for grant assistance is set forth in 2019 Public Act 56. This Agreement is subject to the terms and conditions specified herein.

Grant #: 210088-20
Project Name: Supporting the Capital City
Amount of grant: \$210,000.00
Start Date: October 1, 2019
End Date: September 30, 2024

GRANTEE CONTACT:

Shelbi Frayer, Chief Strategy & Finance Officer

Name/Title

City of Lansing

Municipality Name

124 West Michigan Avenue, 8th Floor

Address

Lansing, MI 48933

City, State, Zip Code

(517) 483-4594

Telephone Number

Fax Number

shelbi.frayer@lansingmi.gov

E-mail Address

CV0047783

Vendor/Customer Number

TREASURY CONTACT:

Evah Cole, Division Administrator

Name/Title

Revenue Sharing and Grants Division

Division

P.O. Box 30722

Address

Lansing, MI 48909

City, State, Zip Code

(517) 335-7484

Telephone Number

(517) 335-3298

Fax Number

TreasRevenueSharing@michigan.gov

E-mail Address

I. AGREEMENT SCOPE

This Agreement and its appendices constitute the entire Agreement between Treasury and the Grantee and may be modified only by written agreement between Treasury and the Grantee.

(A) The scope of this agreement is limited to activities specified in Appendix A, and such activities as are authorized by Treasury under this Agreement. Any change in agreement scope requires written approval in accordance with Section III (Amendments) of this Agreement.

(B) By entering into this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. CONTRACT PERIOD

The Agreement shall be effective from the Start Date until the End Date specified on page 1. Treasury shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures incurred or paid by the Grantee prior to the Start Date or after the End Date of this Agreement will not be reimbursed under the Agreement.

III. AMENDMENTS

Any desired amendments to this Agreement shall be requested by the Grantee in writing and shall not be effective unless approved in writing by Treasury. Treasury reserves the right to deny requests for amendments to the Agreement or to the appendices. No amendments can be implemented without written approval by Treasury.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified below and in Appendix A of this Agreement, if applicable.

(A) The Grantee must complete and submit semiannually the *Financially Distressed Cities, Villages, and Townships Narrative Report* (Form 5196) and the *Financially Distressed Cities, Villages, and Townships Financial Status Report* (Form 5198). These forms shall be due according to the following schedule:

Reporting Period	Due Date
October 1 – March 31	April 30
April 1 – September 30	October 30

The forms shall be submitted to Treasury’s contact at the e-mail address on page 1.

(B) For a payment reimbursement, the Grantee must complete and submit a *Financially Distressed Cities, Villages, and Townships Reimbursement Request* (Form 5199). The reimbursement request must include supporting documentation (copies of original invoices, cancelled checks, and any other report that would support the request) of eligible project expenditures.

The form shall be submitted to Treasury's contact at the address on page 1.

Treasury shall make reimbursements upon receipt of a reimbursement request form, not more than once a month, provided that the Grantee is in compliance with all terms and conditions of this Agreement, and dependent upon state appropriations.

Funds may not be released to the Grantee, if the Grantee:

1. Has not filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act, 1968 Public Act 2, as amended (MCL 141.421 to 141.440a) or the Uniform System of Accounting Act, 1919 Public Act 71, as amended (MCL 21.41 to 21.55), or
2. Has not filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, 1971 Public Act 140, as amended (MCL 141.921), or
3. Is delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, 1980 Public Act 243, as amended (MCL 141.931 to 141.942), or
4. Has a payment due and owing to the state.

(C) The Grantee must complete and submit a final *Financially Distressed Cities, Villages, and Townships Narrative Report* (Form 5196) and *Financially Distressed Cities, Villages, and Townships Financial Status Report* (Form 5198). The Grantee shall submit the final reports, including any outstanding deliverables, within 30 days from the End Date of the Grant, specified on page 1.

The forms shall be submitted to Treasury's contact at the e-mail address on page 1.

(D) One year after the date of the Final Closeout letter from Treasury, the Grantee must complete and submit a *Financially Distressed Cities, Villages, and Townships Final Follow-up Report* (Form 5197).

The form shall be submitted to Treasury's contact at the e-mail address on page 1.

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances, and regulations in the performance of the activities funded by this grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State of Michigan or any other entity.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant or from any expenditure of grant funds.
- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its contractor(s) under this Agreement. The Grantee or its contractor(s) shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

- (E) Treasury's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. Treasury's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance (or failure of performance) of this Agreement.
- (F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with Treasury for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal prosecution, civil suit, and/or termination of the grant.
- (G) The Grantee must comply with all Conditions contained in its application for the grant, a copy of which is attached as Appendix B.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that Treasury funded all or a portion of its development.

Treasury retains an irrevocable license to reproduce, publish and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that Treasury can use in accordance with this paragraph.

Unless otherwise specified in this Agreement, the Grantee may not patent products or processes developed under this Agreement.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of Treasury. Treasury does not assume responsibility regarding the contractual relationships between the Grantee and any contractor.

VIII. CONTRACTS

Treasury reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, Treasury will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All contractors used by the Grantee in completing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott-Larsen Civil Rights Act, 1976 Public Act 453, as amended (MCL 37.2101 et seq), the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended (MCL 37.1101 et seq), and all other federal, state, and local fair employment practices and equal opportunity

laws. The Grantee agrees to include in every contract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. LIABILITY

- (A) The Grantee, not Treasury, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities carried out or to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any contractor, or anyone employed by the Grantee.
- (B) All liability as a result of claims, demands, costs, or judgments arising out of activities carried out or to be carried out by Treasury in the performance of this Agreement is the responsibility of Treasury and not the responsibility of the Grantee, if the liability is caused by any Treasury employee or agent.
- (C) In the event that liability arises as a result of activities conducted jointly by the Grantee and Treasury in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and Treasury in relation to each party's responsibilities under these joint activities.
- (D) Nothing in this Agreement may be construed as a waiver of any governmental immunity by the Grantee, Treasury, their agents, or their employees as provided by statute or court decisions.

XI. ANTI-LOBBYING

The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute (MCL 4.415(2)). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action. The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State of Michigan.

XII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its contractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).

- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XIII. AUDIT AND ACCESS TO RECORDS

Treasury reserves the right to conduct a programmatic and financial audit of the project, and Treasury may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to the Grant Agreement, including grant funds, in accordance with generally accepted accounting principles and other procedures specified by Treasury. Treasury or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven years after the Final Closeout letter has been issued to the Grantee by Treasury.

XIV. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance, satisfactory to Treasury, that will protect Treasury from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XV. OTHER SOURCES OF FUNDING

The Grantee guarantees that any payments for which claims for reimbursement are made to Treasury under this Agreement will not be financed by any source other than Treasury under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from the Grantee's reimbursement request(s), or to immediately refund to Treasury, the total amount representing such duplication of funding.

XVI. COMPENSATION

- (A) A breakdown of costs allowed under this Agreement is identified in Appendix A. Treasury will reimburse the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenditures incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.
- (B) Expenditures incurred or paid by the Grantee prior to the Start Date or after the End Date of this Agreement will not be reimbursed under the Agreement.
- (C) Treasury will approve reimbursement requests after approval of reports and related documentation as required under this Agreement.

- (D) Treasury reserves the right to request additional information necessary to substantiate reimbursement requests.
- (E) Reimbursements under this Agreement may be processed by Electronic Funds Transfer (EFT) at Treasury's discretion. In order to be eligible to receive reimbursements by EFT, the Grantee must register at the SIGMA Vendor Self Service website (www.michigan.gov/SigmaVSS).

XVII. CLOSEOUT

- (A) A determination of project completion, which may include a site inspection and an audit, shall be made by Treasury after the Grantee has satisfactorily completed the activities, and provided products and deliverables described in Appendix A.
- (B) Upon issuance of the Final Closeout letter from Treasury, the Grantee releases Treasury from all claims against Treasury arising under this Agreement. Unless otherwise provided in this Agreement or by State law, the Final Closeout letter shall not constitute a waiver of Treasury's claims against the Grantee.
- (C) The Grantee shall immediately refund to Treasury any reimbursements in excess of the costs allowed by this Agreement.

XVIII. CANCELLATION

This Agreement may be cancelled by Treasury, upon thirty (30) days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by Treasury and the Grantee.

XIX. TERMINATION

- (A) This Agreement may be terminated by Treasury as follows.
 - (1) Upon thirty (30) days written notice to the Grantee:
 - a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or other applicable laws or rules.
 - b. If the Grantee knowingly and willingly presents false information to Treasury for the purpose of obtaining this Agreement or any reimbursement under this Agreement.
 - c. If Treasury finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of Treasury in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
 - d. During the thirty (30) day written notice period, Treasury will withhold reimbursement for any terminations under subparagraphs a through c, above.

e. If the Grantee or any contractor of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Department of Licensing and Regulatory Affairs or its successor.

(2) Immediately, upon written notice, and without further liability to Treasury, if the Grantee, or any agent of the Grantee, or any agent of any contractor is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes;
- d. Convicted of any other criminal offense which, in the sole discretion of Treasury, reflects on the Grantee's business integrity; or
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, Treasury reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XX. DISCLOSURE OF INFORMATION

All reports or other printed or electronic material are public information under the Freedom of Information Act, 1976 Public Act 442, as amended (MCL 15.231 to 15.246).

XXI. CERTIFICATION

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their agencies, that the parties will fulfill the terms of this Agreement, including the attached appendices, as set forth herein, and that no part of the agreement has been altered or changed.

FOR THE GRANTEE:

Signature

Date

Name/Title

FOR TREASURY:

Signature

Date

Name/Title

**APPENDIX A –
 APPROVED BUDGET AMOUNTS**

Supporting the Capital City

Below is the approved budget for your grant project. Please note, we have assigned budget categories to each of your original budget line items. Use these categories when submitting your reimbursement requests*.

Budget Category	Budget Description	Application Budget Amount	Award Budget Amount	Comments
	Lansing Police Department	\$998,472.00	\$.00	
Equipment - Replacement	Lansing Fire Department - 6 Heart Monitors	\$1,001,528.00	\$210,000.00	See note below
	Budget Total	\$2,000,000.00	\$210,000.00	

*Reimbursement requests must include copies of invoices and cancelled checks (or equivalent) supporting the costs.

Work plan/timeline: Prior to the release of funds, the grantee will provide to Treasury an updated work plan / timeline, related to the line items for which grant funding was received. The work plan / timeline should include estimated completion dates and a description of the deliverable for each step.

Lansing Fire Department: The grant award is for the reimbursement of six heart monitors for use by the Lansing Fire Department.

APPENDIX B-APPLICATION CONDITIONS

Financially Distressed Cities, Villages, and Townships Application (FY 2020)

Issued under authority of 2019 Public Act 56

CONDITIONS

Implementation of Proposal:

Within sixty (60) days following the Michigan Department of Treasury's Notification of Intent to Award letter, the grantee agrees to submit the signed Grant Agreement and Board Resolution, indicating approval of the proposal and Financially Distressed Cities, Villages, and Townships grant funding, or be subject to automatic cancellation of the grant. No grant funding will be released until the required signed Grant Agreement, Board Resolution, and a final work plan pertaining to the funds awarded have been received by Treasury.

Proposal Clarification:

The Michigan Department of Treasury reserves the right to award funds for an amount other than requested and/or request changes to, or clarification of, any and all applications received.

Prior to executing any changes to the scope of the proposal, the selected grantee must inform (in writing) the Michigan Department of Treasury of the proposed changes. The department will notify the grantee within thirty (30) days whether the proposed changes fall under the original grant award.

Eligible Expenditures:

Grant award funds must be used to make payments to reduce unfunded accrued liability; to repair or replace critical infrastructure or equipment owned or maintained by the city, village, or township; to reduce debt obligations; for costs associated with a transition to shared services with another jurisdiction; or to administer other projects that move the city, village, or township toward financial stability. The focus will be on the repair or replacement of obsolete critical infrastructure or equipment, and service consolidation(s).

Expenditures:

1. The grantee understands and agrees that all expenditures from the grant will:
 - Be used to ensure efficient administration of the proposal.
 - Be permissible under state and federal law and consistent with statewide policies, regulations, and practices.
 - Be adequately supported by source documentation, including invoices, cancelled checks and electronic payment confirmations.
 - Only be for items approved in the Grant Agreement.
2. The grantee agrees to use the approved purchasing practices and bid procedures required by the "Grantee" for expenditures involving proposal activity.
3. The grantee agrees to maintain accounting records following generally accepted accounting principles for the expenditure of grant funds. The grantee agrees to record all revenues and expenditures in a fund or account separate from the grantee's other funds or accounts.
4. The grantee agrees to maintain all documentation for costs incurred for a seven-year period following the Michigan Department of Treasury Final Closeout letter.

Release of Funds:

Payments to the "Grantee" may be made on a monthly reimbursement basis, providing the grantee is in compliance with all terms and conditions of the grant, and dependent upon state appropriations.

For a payment reimbursement, a completed *Financially Distressed Cities, Villages, and Townships Reimbursement Request* (Form 5199) must be submitted to the Michigan Department of Treasury. Source documentation supporting the requested reimbursement amount must be attached to the reimbursement request form. At a minimum, the source documentation should include copies of the original invoices, cancelled checks, and any other report that would support the request.

Financially Distressed Cities, Villages, and Townships Application (FY 2020)

Issued under authority of 2019 Public Act 56

CONDITIONS CONTINUED

The "Grantee's" Chief Financial Officer or Chief Administrative Officer must sign and date the *Financially Distressed Cities, Villages, and Townships Reimbursement Request* (Form 5199).

Funds may not be released to the "Grantee" if the grantee:

1. Has not filed their annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act, 1968 Public Act 2, as amended (MCL 141.421 to 141.440a) or the Uniform System of Accounting Act, 1919 Public Act 71, as amended (MCL 21.41 to 21.55), or
2. Has not filed their financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, 1971 Public Act 140, as amended (MCL 141.921), or
3. Are delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, 1980 Public Act 243, as amended (MCL 141.931 to 141.942), or
4. Has a payment due and owing to the state.

Forfeiture and Repayment of Grant Funds:

If any conditions and provisions in the Grant Agreement are not met by the grantee, the grantee agrees to forfeit any future grant funds for this proposal and agrees that any grant funds previously reimbursed to the grantee may be required to be repaid to the State. At the discretion of the State Treasurer, repayments may be fulfilled by the Michigan Department of Treasury through the diversion of revenue sharing payments issued to the grantee under the Glenn Steil State Revenue Sharing Act of 1971 (1971 PA 140) or the Michigan Department of Treasury's FY 2020 appropriation act (2019 PA 56), until all grant funds previously reimbursed for this project have been repaid to the State.

Reporting Requirements:

1. *Semiannual Narrative and Financial Status Reports* – The awarded grantee shall submit to the Michigan Department of Treasury semiannually, signed and dated, narrative and financial status reports. The reports are due April 30 and October 30.
 - a. *Narrative Report (NR)* (Form 5196) – should present the following information:
 - i. Name of Grantee and Grant Number
 - ii. Reporting Period (i.e. October 2020-March 2021, April 2021-September 2021, etc. ...). The initial filing will be due on October 30, 2020, and cover the period of October 1, 2019, to September 30, 2020.
 - iii. The percentage (%) completed of the proposal's work plan
 - iv. The estimated proposal completion date. For the final report, indicate the actual proposal completion date
 - v. A brief outline of the work accomplished during the reporting period (or grant period, if this is the final report) relative to the proposal's work plan and timeline
 - vi. A brief outline of the work to be completed during the subsequent reporting period
 - vii. A brief description of any problems or delays, real or anticipated, experienced
 - b. *Financial Status Report (FSR)* (Form 5198) – should present the following information:
 - i. Name of Grantee and Grant Number
 - ii. Reporting Period (i.e. October 2020-March 2021, April 2021-September 2021, etc. ...). The initial filing will be due on October 30, 2020, and cover the period of October 1, 2019, to September 30, 2020.
 - iii. The percentage (%) completed of the proposal's work plan
 - iv. The estimated proposal completion date. For the final report, indicate the actual proposal completion date
 - v. The amount of funds expended through the reporting period (i.e. from the beginning of the grant proposal to the end of the reporting period)
 - vi. The projected future expenditures for the proposal
 - vii. Total projected expenditures for the proposal
 - viii. Original or amended (per grant award) budget per Appendix A of the Grant Agreement
 - ix. The difference between current projected proposal expenditures and original or amended budget

Financially Distressed Cities, Villages, and Townships Application (FY 2020)

Issued under authority of 2019 Public Act 56

CONDITIONS CONTINUED

2. *Final Narrative Report* (Form 5196) and *Final Financial Status Report* (Form 5198) – The awarded grantee shall submit to the Michigan Department of Treasury final, signed and dated, narrative and financial status reports. The reports are due within thirty (30) days after the completion of the proposal.
 - a. The reports shall include the information as indicated under *Semiannual Narrative and Financial Status Reports* (above).
 - b. Indicate “Final Report” on the top of the Final Narrative and Financial Status Reports.
 - c. In addition to the items listed above, the final narrative report must include a description of the proposal’s accomplishments and any unanticipated benefits/difficulties experienced while completing the proposal. Additionally, attach a copy of the proposal deliverables, if applicable (i.e. pictures of completed construction or equipment, etc. ...).
3. *Final Follow-up Report* (Form 5197) – One year after the date of the Final Closeout Letter from the Michigan Department of Treasury, the grantee agrees to provide a Final Follow-up Report to the Michigan Department of Treasury on the status of the proposal. The report will include:
 - a. A detailed description of service changes and improvements.
 - b. A detailed status update on the goals and measures used to determine the success of the proposal and outcomes presented in the application (i.e. have they been met, what has changed, etc. ...).
 - c. A detailed description of set-backs or difficulties experienced in implementing the proposal.
 - d. An analysis of cost savings realized related to the implementation of the proposal.
 - e. A detailed description of how the funding was utilized and assisted the grantee toward financial stability.

Audit and Review:

The grantee agrees to allow the Michigan Department of Treasury and the State Auditor General’s Office (and/or any of their duly authorized representatives) access, for the purposes of inspection, audit, and examination, to any books, documents, papers, and records of the grantee which are related to this proposal.

The Michigan Department of Treasury may conduct periodic program reviews of the proposal. The purpose of these reviews will be to determine adherence to stated proposal goals and to review progress of the proposal in meeting its objectives.

The grantee agrees to submit semiannual and final progress reports, along with a final follow-up report to the Michigan Department of Treasury. The grantee understands that failure to submit any required reports may result in the termination of the grant.

Grant Termination:

The grantee understands that this grant may be terminated if the Michigan Department of Treasury concludes that the grantee is not in compliance with the conditions and provisions of this grant, or has falsified any information. The Michigan Department of Treasury will extend an opportunity for the grantee to demonstrate compliance. Notification of termination will be in writing.

The grantee acknowledges that continuation of this grant is subject to appropriation or availability of funds for this grant. If appropriations to enable the Michigan Department of Treasury to effect continued payment under this grant are reduced, the Michigan Department of Treasury shall have the right to terminate this grant. The Michigan Department of Treasury shall give the grantee at least thirty (30) days advance written notice of termination for non-appropriation.

City of Example

County of Example

RESOLUTION ACCEPTING THE FDCVT GRANT

Minutes of the regular meeting of the City Council of the City of Example County of Example, State of Michigan, (the "Municipality") held on May 20, 2020.

PRESENT: Members: Allen, Jones, Nelson, and Smith

ABSENT: Members: None

Member Allen offered and moved the adoption of the following resolution, seconded by Member Nelson.

WHEREAS, the State of Michigan Department of Treasury has given preliminary notice of its intent to award a Financially Distressed Cities, Villages, and Townships (FDCVT) grant in the amount of up to \$245,000 toward reimbursement of expenditures required to implement the FDCVT Application Proposal Title (project title), and

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

WHEREAS, City of Example (local unit name) acknowledges that it:

1. Has filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act or the Uniform System of Accounting Act,
2. Has filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, as applicable,
3. Is not delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, and
4. Does not have a payment due and owing to the state

And thus is eligible to participate in a FDCVT grant funded project;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council (governing body) hereby authorize participation in the FDCVT Application Proposal Title (project title) and on behalf of the City of Example (local unit name) authorizes John Doe, City Manager, (designee) to provide this resolution indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to the FDCVT requirements.

YEAS: Members: Allen, Jones, Nelson, and Smith

NAYS: Members: None

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council of the City of Example, County of Example, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 Public Act 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Jane Doe (name)

City of Example, Clerk

City of Example County of Example

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

WHEREAS, the State of Michigan Department of Treasury has given preliminary notice of its intent to award a Financially Distressed Cities, Villages, and Townships (FDCVT) grant in the amount of up to \$210,000 toward reimbursement of expenditures required to implement the Supporting the Capital City Project (project title), and

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

WHEREAS, City of Lansing (local unit name) acknowledges that it:

1. Has filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act or the Uniform System of Accounting Act,
2. Has filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, as applicable,
3. Is not delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, and
4. Does not have a payment due and owing to the state

And thus is eligible to participate in a FDCVT grant funded project;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council (governing body) hereby authorize participation in the Supporting the Capital City Project (project title) and on behalf of the City of Lansing (local unit name) authorizes Andy Schor, Mayor (designee) to provide this resolution indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to the FDCVT requirements.

City of Lansing
Counties of Ingham and Eaton, State of Michigan
RESOLUTION APPROVING FINANCING UNDER
ACT 99, PUBLIC ACTS OF MICHIGAN, 1933
FIRE TRUCKS AND EQUIPMENT

A RESOLUTION TO AUTHORIZE:

- Up to \$1,500,000 of installment purchase financing for fire trucks, equipment, and associated costs of issuance.
- Mayor, City Clerk, and Chief Strategy and Financial Officer (Serving as the Finance Director) of the City to negotiate financing.

WHEREAS, the City of Lansing (the “City”) determines it to be necessary for the public health, safety and welfare of the City and its residents and employees to acquire a 75 foot ladder truck necessary for the preservation of the health, safety, and welfare of the City’s residents (the “Property”) at a total estimated cost of not-to-exceed \$1,500,000, including associated costs of issuance; and

WHEREAS, under the provisions of Act 99, Public Acts of Michigan, 1933, as amended (“Act 99”), the City Council of the City (“City Council”) is authorized to enter into any contracts or agreements for the purchase of real or personal property for public purposes, to be paid for in installments over a period not to exceed 15 years and not to exceed the useful life of the property acquired, as determined by resolution of the City Council;

WHEREAS, the outstanding balance of all purchases authorized under Act 99, exclusive of interest, shall not exceed 1.25% of the taxable value of the real and personal property in the City at the date of the contract or agreement; and

WHEREAS, the City Council wishes to authorize the Mayor, City Clerk, and Chief Strategy and Financial Officer (Serving as the Finance Director) of the City (each an “Authorized Officer”) to negotiate the installment purchase financing of the Property without the necessity of the City Council taking further action.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Each Authorized Officer is hereby authorized to negotiate one or more installment purchase agreements or contracts with the sellers of the Property and a bank or other financial institution, in substantially the form as he or she shall, in consultation with counsel, determine to be appropriate. Principal payable pursuant to the installment purchase agreements or contracts shall be payable over a period to be determined by an Authorized Officer but in any event not to exceed 15 years or the useful life of the Property, whichever is less, as set forth in Section 2 of this Resolution. The net interest cost payable under the installment purchase agreements or contracts shall not exceed 5.00% per annum, and the aggregate principal amount to be paid by the City under the installment purchase agreements or contracts, including associated costs of issuance, shall not exceed \$1,500,000.

2. The useful life of a 75 foot ladder truck is hereby determined to be not less than 15 years. The acquisition of the Property and the approval of the installment purchase agreements or contracts hereby are found and declared to be for a valid public purpose and in the best interest of the health and welfare of the residents of the City.

3. The City hereby agrees to include in its budget for each year a sum which will be sufficient to pay the principal of and the interest coming due under the installment purchase agreements or contracts before each following fiscal year. In addition, the City hereby pledges to levy, if necessary, ad valorem taxes on all taxable property in the City each year in an amount necessary to make its debt service payments under the installment purchase agreements or contracts, subject to applicable constitutional, statutory and charter tax rate limitations.

4. Each Authorized Officer is hereby directed and authorized to execute and deliver the installment purchase agreements or contracts in final form, and to execute and deliver such additional documentation as shall be necessary to effectuate the closing contemplated by the installment purchase agreements or contracts and the assignment thereof, including requisition certificates (if provided by the form of installment purchase agreement or contract) providing payment to the sellers of the Property upon delivery of any portion of the Property or for reimbursement of previously appropriated or advanced costs.

5. Each Authorized Officer is hereby authorized to make all administrative transfers necessary to implement this resolution, including current fiscal year debt service account, and to establish appropriate construction and financing accounts.

6. The City covenants that, to the extent permitted by law, the City shall take all actions within its control necessary to maintain the exclusion of the interest component of the payments due under the installment purchase agreements or contracts from adjusted gross income for general federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code") including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable.

7. The City hereby makes the following declaration of intent for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code:

(a) The City reasonably expects to reimburse itself with proceeds of debt to be incurred by the City for the expenditures made to pay certain costs associated with the Property which were or will be paid subsequent to sixty (60) days prior to the date hereof from the general funds or capital fund of the City.

(b) As of the date hereof, the maximum principal amount of debt expected to be issued for reimbursement purposes, including reimbursement of debt issuance costs, is \$1,500,000, which debt may be issued in one or more series and/or together with debt for other purposes.

(c) A reimbursement allocation of the expenditures described in paragraph (a) above with the proceeds of the borrowing described herein will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Property is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the debt to be issued for the Property to reimburse the City for a capital expenditure made pursuant to this Resolution.

(d) The expenditures for the Property are "capital expenditures" as defined in Treas. Reg. § 1.150-1(b), which are any costs of a type which are properly chargeable to a capital account (or would be so chargeable with a proper election or with the

application of the definition of “placed in service” under Treas. Reg. § 1.150-2(c)) under general Federal income tax principles (as determined at the time the expenditure is paid).

(e) No proceeds of the borrowing paid to the City in reimbursement pursuant to this Resolution will be used in a manner described in Treas. Reg. § 1.150-2(h) with respect to abusive uses of such proceeds, including, but not limited to, using funds corresponding to the proceeds of the borrowing in a manner that results in the creation of replacement proceeds (within Treas. Reg. § 1.148-1) within one year of the reimbursement allocation described in (c) above.

8. The City hereby requests that Dykema Gossett, PLLC continue to serve the City as bond counsel for this financing, notwithstanding the potential concurrent representation of any other participant in the financing in matters not related to this financing. The City recognizes that Dykema Gossett, PLLC has represented, from time to time, and currently represents, various banks, financial institutions, underwriters, contractors, vendors, and other potential participants in this financing for matters not related to this financing. The City hereby requests that Robert W. Baird & Co. Incorporated continue to serve the City as Municipal Advisor for this financing.

9. Each Authorized Officer is hereby authorized to retain a financial consultant to assist the City in preparation and planning for this financing.

10. In the event that an Authorized Officer is not available to undertake responsibilities delegated to her under this resolution, then the Chief Operating Officer or other officer of the City designated by an Authorized Officer or Chief Operating Officer is authorized to take such actions. Each Authorized Officer or Chief Operating Officer are hereby severally authorized to execute and deliver the installment purchase agreements or contracts in final form. The officers, administrators, agents and attorneys of the City are authorized and directed to execute and deliver all other agreements, documents and certificates, to use monies legally available to the City to pay any costs necessary to accomplish negotiation and execution of the installment purchase agreements or contracts, and to take all other actions necessary to complete the financing transaction contemplated by this Resolution.

11. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Lansing, Counties of Ingham and Eaton, State of Michigan, at [a meeting held electronically by telephone or video conference pursuant to Michigan Executive Order Number 2020-75] on Monday, June __, 2020 at 7:00 o'clock p.m., prevailing Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976 and Executive Order Number 2020-75, and that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

I further certify that the following Members were present at said meeting: _____
_____ and that the following Members were absent:
_____.

I further certify that Member _____ moved for adoption of said resolution and that Member _____ supported said motion.

I further certify that the following Members voted for adoption of said resolution:
_____ and that the following Members voted against adoption of said resolution: _____.

City Clerk



Andy Schor, Mayor

CITY OF LANSING
PURCHASING OFFICE
1110 S. Pennsylvania Ave.
Lansing, Michigan 48912
(517) 702-6197
<http://www.lansingmi.gov/787/purchasing>

TO: Andy Schor, Mayor
FROM: Stephanie Robinson CPPB, Senior Buyer
DATE: Feb. 12, 2020
SUBJECT: Sole Source Purchase – MKSK Inc.

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: Public Service Department – Engineering Division
Vendor: MKSK INC
Item Purchased: Engineering Services for the Two-Way Street Conversion Project
Dollar Amount: \$ 42,965.00

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

“Equal Opportunity Employer”



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

PURCHASE ORDER	
P.O. NUMBER	P086400
DATE	12/20/19
VENDOR I.D.	V037891
DELIVERY DATE	
FOB	
REQUISITION NO	PR014928
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

TO: MKSK INC
 4219 WOODWARD AVE
 STE 305
 DETROIT, MI 48201

PHONE# (313) 612-1101 FAX#

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	TWO WAY STREETS	42,965	LS	1.00	42,965.00
				TAX	0.00
				TOTAL	42,965.00

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
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Samantha Harkins, Deputy Mayor

FROM: Stephanie Robinson, CPPB Buyer

DATE: November 4, 2019

SUBJECT: Sole Source Purchase – MKSK INC - Engineering Services

The Public Service Department Engineering requests that MKSK be designated as a sole source consultant for Engineering Services for the Two-Way Street Conversion project.

Please see the attached letter and approval from Andrew Kilpatrick.

Based on the attached letter we recommend issuing a sole source purchase order to MKSK. in the amount of \$ 42,965 from the Two-Way Streets 273.933601.974100.50810

Attachment

Date

11.4.19

Approved Denied



Andy Schor, Mayor



CONTRACT BETWEEN
CITY OF LANSING, MICHIGAN
AND
MKSK

THIS CONTRACT ENTERED INTO, as of this 20th day of December, 2019, by and between the City of Lansing, Michigan, hereinafter referred to as the "OWNER" and MKSK hereinafter referred to as the "CONSULTANT".

WITNESSETH, that:

WHEREAS, the OWNER as the Administrator has determined the need to secure professional services for the Two-Way Streets Project, and

WHEREAS, the OWNER desires to engage the services of the CONSULTANT to furnish professional assistance to undertake this work and the CONSULTANT is qualified to undertake the activities for which the funding has been provided and is willing to furnish professional services to the OWNER;

NOW THEREFORE, the OWNER and the CONSULTANT mutually agree as follows:

- 1 - 01. The OWNER hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the services in accordance with the terms set forth in the Contract Documents except as superseded or modified by this contract or amendments thereto.
- 1 - 02. Contract Documents: The contract documents shall consist of :
 - a. This contract.
 - b. The CONSULTANT's Proposal, including costs, for Engineering Services for Two-Way Streets Project dated July 26th, 2019.
- 1 - 03. Conflicts: This contract together with the other documents enumerated in 1 - 02, which said other documents are as fully a part of the contract as if attached or herein repeated, form the complete contract between the parties. Any terms or the conditions not set forth herein shall not be binding to either party to this agreement. In the event that any provision in any component part of this contract conflicts with any provision of any other component part, the provision of the component part first enumerated in 1 - 02 shall govern, except as otherwise specifically stated herein. This agreement or any of its terms or conditions cannot be modified, amended or waived unless in writing and executed by both parties to this agreement.
- 1 - 04. Compensation: The CONSULTANT shall be reimbursed for the basic services rendered under this CONTRACT per the CONSULTANT'S proposal.
- 1 - 05. Revisions of the Agreement. If the scope of the project changes substantially, a revised

"Scope of Services" and an associated request for extra or reduced compensation will be negotiated as approved by the OWNER. Such changes as mutually agreed upon by and between the parties shall be reduced in writing, approved by both parties and incorporated as written amendments to this contract prior to undertaking such change. Any increase or decrease in the amount of payment to the CONSULTANT arising out of such change shall likewise be in writing and approved by the parties prior to the commencement of the change in work.

- 1 - 06. Tax Obligations, Employee Benefits and Liabilities. The CONSULTANT shall be responsible for compliance with applicable state, local and municipal income as well as other taxes and charges such as Worker's Compensation, State and/or Federal Unemployment Taxes or insurance coverage and general liability coverage against losses or injury arising out of the activities of any employee or other personnel working under the control of supervision of the CONSULTANT. The CONSULTANT agrees to indemnify and save harmless the OWNER its officers, agents and employees from any tax, charge or claim arising out of any negligent errors, acts or omissions of any employee, agent or other person acting under the supervision or direction of the CONSULTANT or otherwise performing services on behalf of the CONSULTANT under this CONTRACT.
- 1 - 07. City Charter. It is clearly understood that nothing contained in this CONTRACT shall deprive the City Council and Mayor of the City of Lansing of any rights that it may exercise by virtue of the provisions of the Charter of the City of Lansing.
- 1 - 08. Severability of Provisions. If any clauses, sections, provisions, or parts of this CONTRACT are held invalid, or if any portion of any clause, sections, provision, or part of this CONTRACT is held invalid, the remainder of the CONTRACT shall not be affected; thereby, if such remainder of this CONTRACT would then continue to conform to the terms and requirements of applicable law.

SECTION 2 - GENERAL PROVISIONS

In addition to the provisions listed in the OWNER'S proposal the following provisions shall be considered part of the contract:

- 2 - 01. Nondiscrimination. CONSULTANT agrees not to discriminate against any qualified employee or qualified applicant for employment with respect to hire, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of age, race, color, religion, national origin, sex, height, weight, handicap, marital status, political orientation and agrees to require a similar provision in any subcontracts for this project.
- 2 - 02. Interest of Members of OWNER and Others. No officer, member or employee of the OWNER, and no members of its governing body, and no other public officials of the governing body of the locality or localities in which the PROJECT is situated or being carried out who exercises any functions or responsibilities in the review or approval of the

undertaking or carrying out of the PROJECT, shall participate in any decision relating to this CONTRACT which affects his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the CONTRACT or the proceeds thereof;

- 2 - 03. Assignability. The CONSULTANT shall not assign any interest in this CONTRACT and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the OWNER thereto. PROVIDED, HOWEVER, that claims for money due or to become due to the CONSULTANT from the OWNER under this CONTRACT may be assigned to a bank, trust company, or other financial institution only on the approval of the City of Lansing.
- 2 - 04. Interest of CONSULTANT. The CONSULTANT agrees that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this CONTRACT. The CONSULTANT further agrees that in the performance of this CONTRACT no person having any such interest shall be employed.

SECTION 3 - MODIFICATIONS TO PROPOSALS

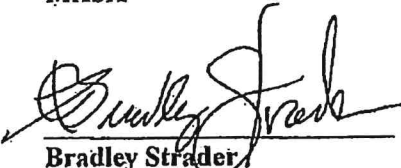
The OWNER and CONSULTANT agree to the following modifications to the CONSULTANT's proposal, as follows:

- a) None.

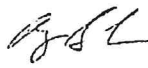
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year written above. The CONSULTANT and the OWNER have hereunder affixed their signatures to duplicate copies of this Agreement, each of which shall be deemed an original.

MKSK

CITY OF LANSING



Bradley Strader
Principal



Andy Schor
Mayor

~~APPROVED AS TO FORM:~~



Board Number P20608

TOTAL CONTRACT COST: \$42,965.00

APPROVED AS TO AVAILABILITY OF FUNDS:
ACCOUNT NO. 273.933601.974100.50810



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



MEMORANDUM

TO: Andy Schor, Mayor
FROM: Michelle Smalley, Administrative Assistant
Public Service Department
DATE: December 9, 2019
SUBJECT: Two-Way Streets Project - MKSK

MKSK, Inc. has been designated as a sole source consultant for engineering services in the Two-Way Streets Conversion Project. Attached is the contract for those services.

MKSK will support city staff in the evaluation of alternative cross-sections and intersection designs for the conversion of six one-way streets to two-way in the downtown area. They will assist in identifying options, preparing maps and graphics, and coordinating public and stakeholder engagement. They will provide guidance on best practice design for our street network using their experience with similar project.

Funding is available through an MEDC Grant, and is in this account:

Two-Way Streets 273.933601.974100.50810 \$42,965.00

Approved _____


Andy Kilpatrick, Director
Public Service Department

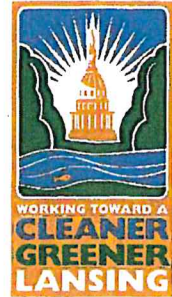
12/10/19
Date



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



TO: Stephanie Robinson, Senior Buyer

FROM: Andrew K. Kilpatrick, Public Service Director

DATE: November 1, 2019

SUBJECT: Two Way Street Conversion assistance

The City of Lansing will be converting the remaining one-way streets in downtown to two-way next summer. To assist with the transportation planning, public outreach and communications on the project, the City needs a consultant with experience working on similar projects, and with the City of Lansing.

Although there are a number of firms that could provide some of these services, I believe that only MKSK can provide the technical services required and has extensive experience providing transportation planning services for Lansing. Brad Strader, Principal with MKSK, worked on the City's master plan including analysis of the Oakland-Saginaw one-way pair, its non-motorized plan and on the Michigan Avenue Shaping the Avenue project.

MKSK is currently assisting the City of Kalamazoo, which will be taking over and converting the MDOT one-way pairs through downtown Kalamazoo and has provided assistance to Grand Rapids, Detroit and others on conversion of way one-way streets to two-way operation.

I recommend hiring MKSK Studios, proposal attached, on a sole source basis, to provide the required transportation planning services to facilitate implementation of the two-way conversion project.

The funds required for these professional services, \$42,965.00, are available in account 273.933601.974100.50810, Two-Way Streets.

If you have any questions regarding this sole source recommendation, please let me know.

July 26th, 2019

Andrew Kilpatrick, Director of Public Service
City of Lansing
124 W. Michigan Avenue
Lansing, MI 48933-1694

MKSK

4219 Woodward Avenue
Suite 305
Detroit, MI 48201
313.652.1101

Re: Downtown Lansing Streets Study

Andy,

On behalf of the MKSK team, I wish to express our appreciation for your confidence in selecting us to assist you with the Downtown Lansing street redesign program. Specially to support city staff in the evaluation of alternative cross sections and intersection designs for the conversion of the six one-way streets to two-way. The study streets could be expanded to include MLK, the service drives along I-496 or other streets you identify.

The project goal is to evaluate a conversion of a network of one-way streets to two-way operations. This will include study of different cross section options based on specifications you have provided such as minimum and preferred lane widths. MKSK will help assist city staff in the evaluation of alternative uses within the streets such as on-street parking and loading, along with enhancements to support the non-motorized and transit network.

MKSK's role will be to assist in the identification of options, preparation of maps and graphics, and collaboration on public and stakeholder engagement. In particular, MKSK will provide guidance on best practice design for the street network based on our experience with other downtowns. As you know, we are currently working with the City of Kalamazoo on a similar evaluation of conversion of downtown one-way streets to two-way. We have also done similar projects for Grand Rapids, Midland, Detroit, Traverse City and several cities in Ohio.

Our previous Lansing experience will also allow us to expedite the process to meet your schedule. As you know, we worked with you on similar projects including the analysis of the Oakland-Saginaw one-way pairs, the design concepts for Michigan Ave. for the Shaping the Avenue project, the Non-Motorized Plan and Citywide Comprehensive Transportation Plan. So this is really a continued step toward implementation of those previous projects.

City staff will be leading the process including modeling of alternatives, engineering design and engagement coordination. The city will provide MKSK with GIS maps and information on important details like curb-to-curb widths, existing street geometry, traffic data, location of on-street parking and loading. We anticipate regular phone calls or meetings so that we can meet your schedule to begin implementation mid-2020. A proposed schedule is included in the work plan.

In addition to myself, Ben Palevsky, a recent addition to MKSK's Detroit office will be on the project team. Ben's design background and previous experience working in city government will help us envision creative and effective alternatives for the streets of Downtown Lansing. His resume can be found in the MKSK Qualifications document attached.



Per our discussion with you, we have prepared this package that serves as the agreement (contract) for the Downtown Lansing Streets Study. The agreement includes the Scope of Services, our W-9, and the MKSK standard Terms & Conditions. We will proceed on an hourly basis plus documented expenses. If desired, we will provide an estimate for specific tasks before we begin. Initial estimates are provided below.

Based on the discussion and work plan, we have prepared an estimated budget of \$42,965 (see attached budget worksheet). This is dependent upon how many meeting, the extent

We would be happy to discuss the proposed work plan and budget, or simply get started. Let us know how you would like to proceed.

Sincerely,

Brad Strader, Principal
MKSK

AUTHORIZATION

Client (*Signature*)

Date

Client (*Print Name and Title*)

Bradley Strader for MKSK (MSK2, LLC, dba MKSK)

Date

City of Lansing Downtown Streets Study

MKSK Detroit - Scope of Services

July 25, 2019

Work Plan

MKSK Detroit will assist the City of Lansing staff to evaluate alternative designs for six one-way streets in the Downtown Lansing street network, shown in the following study area map. This study is being done concurrent with discussions between the City and MDOT about jurisdictional transfer of certain state routes to the City of Lansing. Additional streets or segments thereof may be added, such as conversion of some lanes along Martin Luther King into a greenway, or the service drives that parallel I-496, as determined by the City. In this case the "City" shall mean the City of Lansing Director of Transportation.

The project goal is to evaluate a conversion of a network of one-way streets to two-way operations. This will also include study of different cross section options such as on-street parking, enhancing bicycle, transit and pedestrian infrastructure, and reevaluating curbside uses such as loading zones.

MKSK will support the City of Lansing engineering staff to provide input into options, assistance with preparation of graphics, and other services as requested. It is expected that MKSK's deliverables will consist of maps, photos, graphics, cross-sections and presentation materials to describe both short-term recommendations to be implemented by the City of Lansing in mid-2020, and longer-term recommendations (5-15 years) that may be implemented when the streets will be reconstructed in coordination with future sewer separation work.

The City of Lansing will ultimately be responsible for the project including the traffic modeling and engineering, including intersection designs. City staff will also lead community and stakeholder engagement. MKSK will aid in the preparation of meeting materials and will attend certain public meetings and stakeholder meetings. Those stakeholders may include the State of Michigan, LCC, major downtown employers, CATA, business organizations, neighborhoods, media, and others identified by the City.

The tentative schedule for the study is listed below:

- August – Preparation of Best Practice or Case Study Information, Information to Explain the Project and Goals, Graphics of Existing Cross Sections and Potential Options. City to conduct a street tour with MKSK to review potential alternatives and confirm existing conditions. City to begin outreach to stakeholders and publicity for public workshop.
- Sep 2019 – Public Workshop 1 to present the above
- Refinements to alternatives including any additional modeling by the City, revisions to graphics or new graphics.
- Late 2019 – Additional Stakeholder Meetings and Public Workshop 2 – to describe and seek input on the overall conversion plan, short- and longer-term alternatives, phasing, details on loading and unloading
- Early 2020 – Decision by the City, "final" graphics and materials
- Mid-2020 – City to prepare Final Engineering design and begin Implementation of Short-Term Alternatives

Study Area

The study area is for planning and transportation operations analysis purposes only. Expansion beyond this study area may be required from a transportation operations or planning perspective to define network implications of alternatives.

The project study area has been defined as shown below in the orange outline:

- Oakland Ave to the north;
- Malcolm X St (I-496 service road) to the south;
- Grand River to the east;
- Martin Luther King Blvd to the west.

The six one-way streets to be evaluated are:

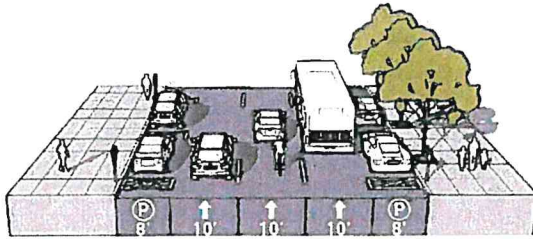
- Grand Avenue (northbound)
- Capital Avenue (southbound)
- Walnut Street (northbound)
- Pine Street (southbound)
- Ottawa Street (eastbound)
- Allegan Street (westbound)

General Street Design Parameters and Priorities (as laid out by Andrew Kirkpatrick, City of Lansing). As alternatives are explored, the general specifications shall be as follows:

- Center turn lanes shall typically be (be a minimum of) 10' wide
- General traffic lane width of 11 feet, 14 feet where a shared vehicle/bike lane (sharrows)
- On-street parking lanes shall be a minimum of 7' wide
- Far side bus stops
- May consider bus pull-outs or bump outs to reduce dwell times for buses (improves bus travel times and reduces disruption of traffic flow)
- On-street parking shall be preserved where it currently exists, especially where the City or observations determine it is heavily used
- Pedestrian crosswalks generally only at controlled intersections though potential mid-block crossings may be identified through the process
- Quality of bicycle facilities valued over quantity of bike facilities
- Short-term recommendations must fit in current curb-to-curb width with allowance for minor "spot" changes to the curb or intersection radii
- Long term recommendations (5-15 years) can speculate on moving the curb during sewer separation.
- 25' turning radius generally applied at corners to accommodate smaller design trucks and CATA buses along bus routes (that may be modified from the existing ones)

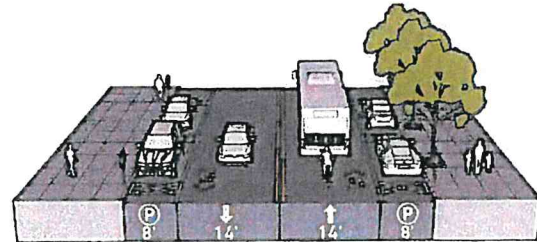
Example Street Design Alternatives Exercise: Ottawa Street

The visualizations below show potential transformations of a segment of Ottawa Street in Downtown Lansing. The following pages show each alternative with precedent images of what implementation could look like.



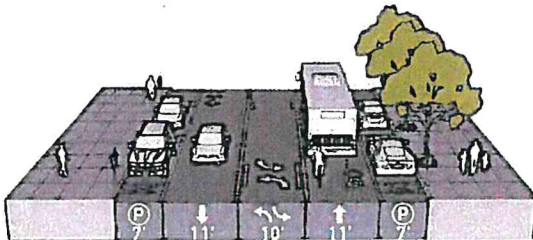
(1) Ottawa St Existing Conditions

- One-way street
- Three travel lanes
- Metered parking on either side



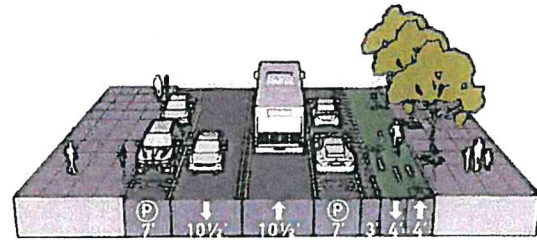
(3) Ottawa St Short Term Alternative B

- Conversion to two-way street
- One wide travel lane in each direction with bike sharrows
- Parking on both sides preserved



(2) Ottawa St Short-Term Alternative A

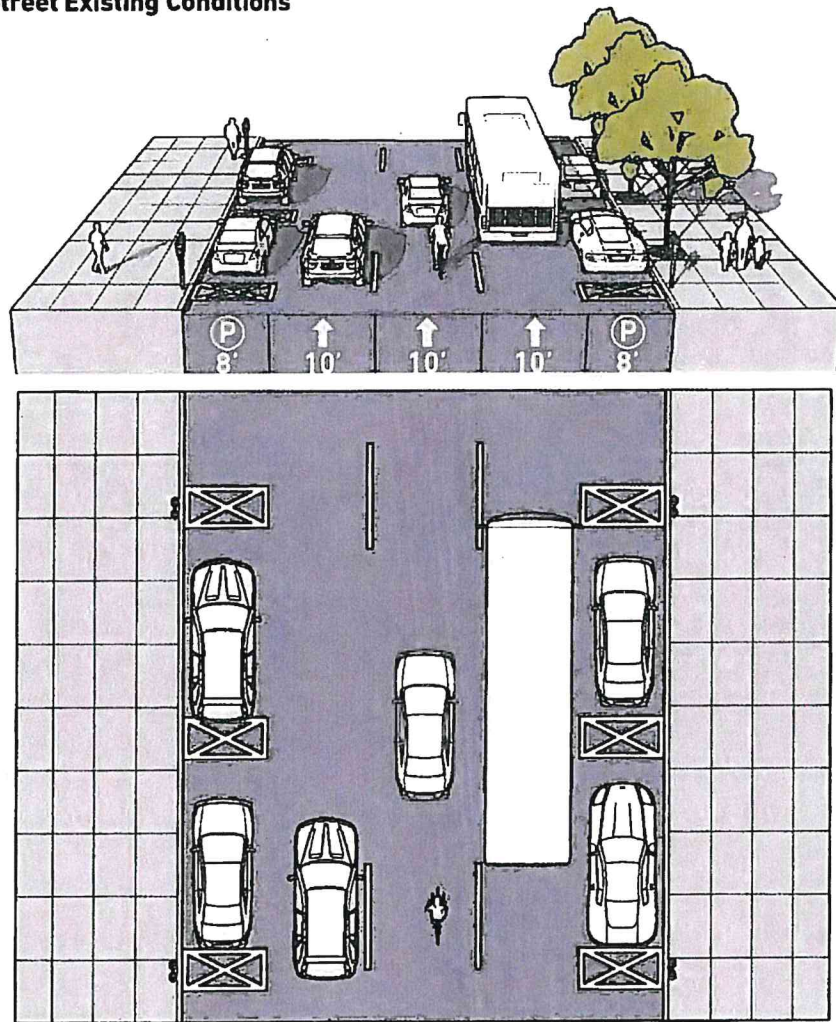
- Conversion to two-way street
- One travel lane in each direction
- Center left turn lane
- Parking on both sides preserved



(4) Ottawa St Long-Term Alternative:

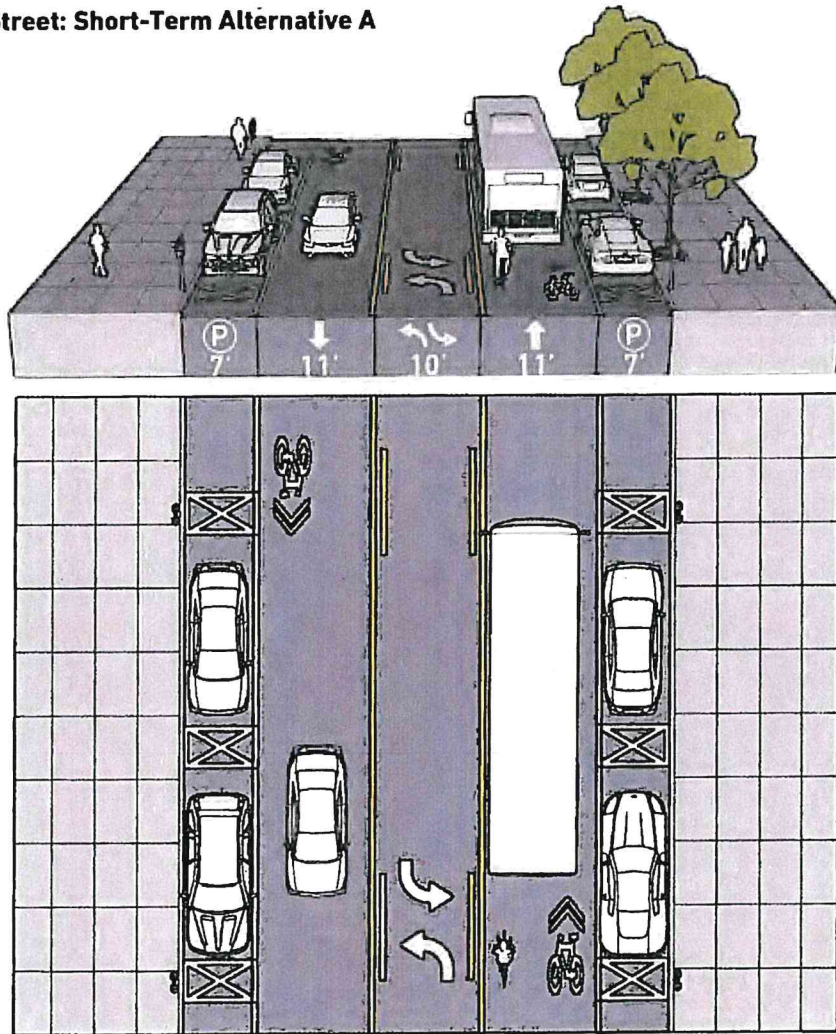
- Conversion to two-way street
- One travel lane in each direction
- Two-way parking-protected cycle track added on the North side of the street
- Parking on both sides preserved

(1) Ottawa Street Existing Conditions



Ottawa St – Google Street View

(2) Ottawa Street: Short-Term Alternative A

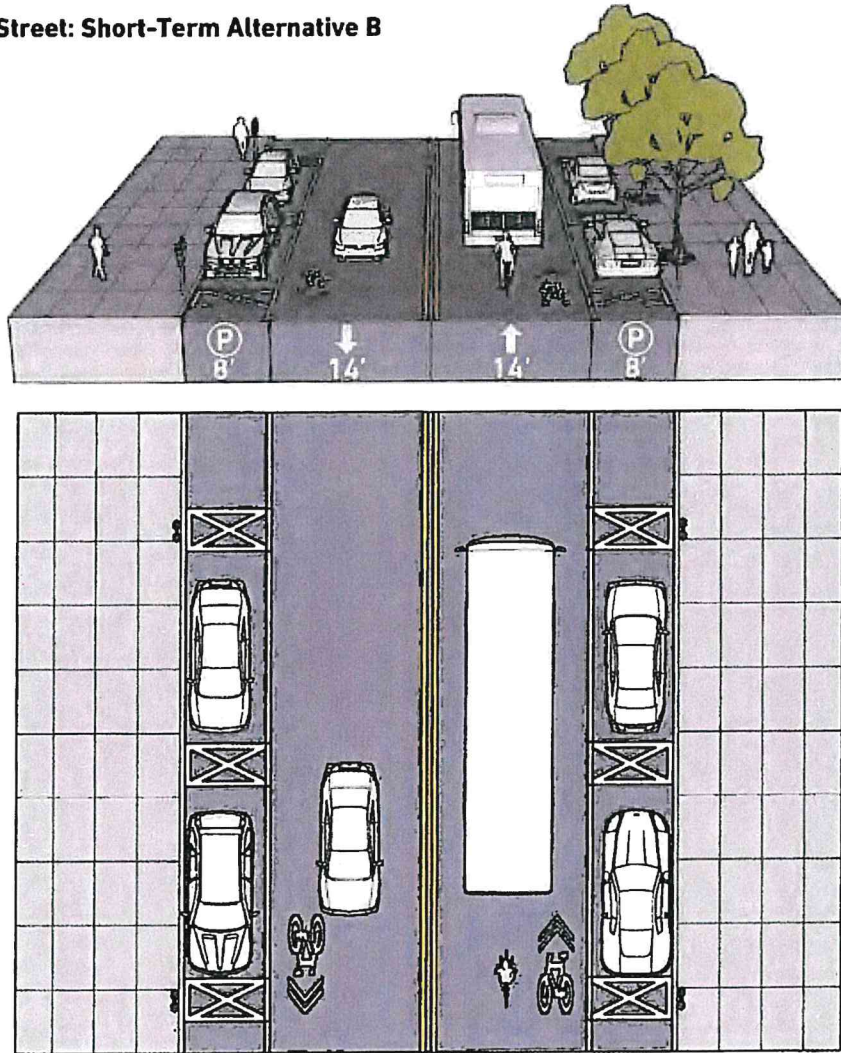


Battle Creek, MN

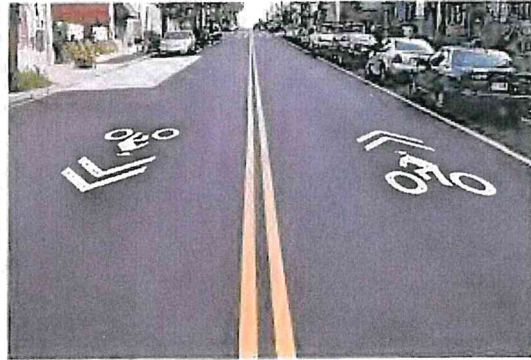


Brooklyn, NY

(3) Ottawa Street: Short-Term Alternative B

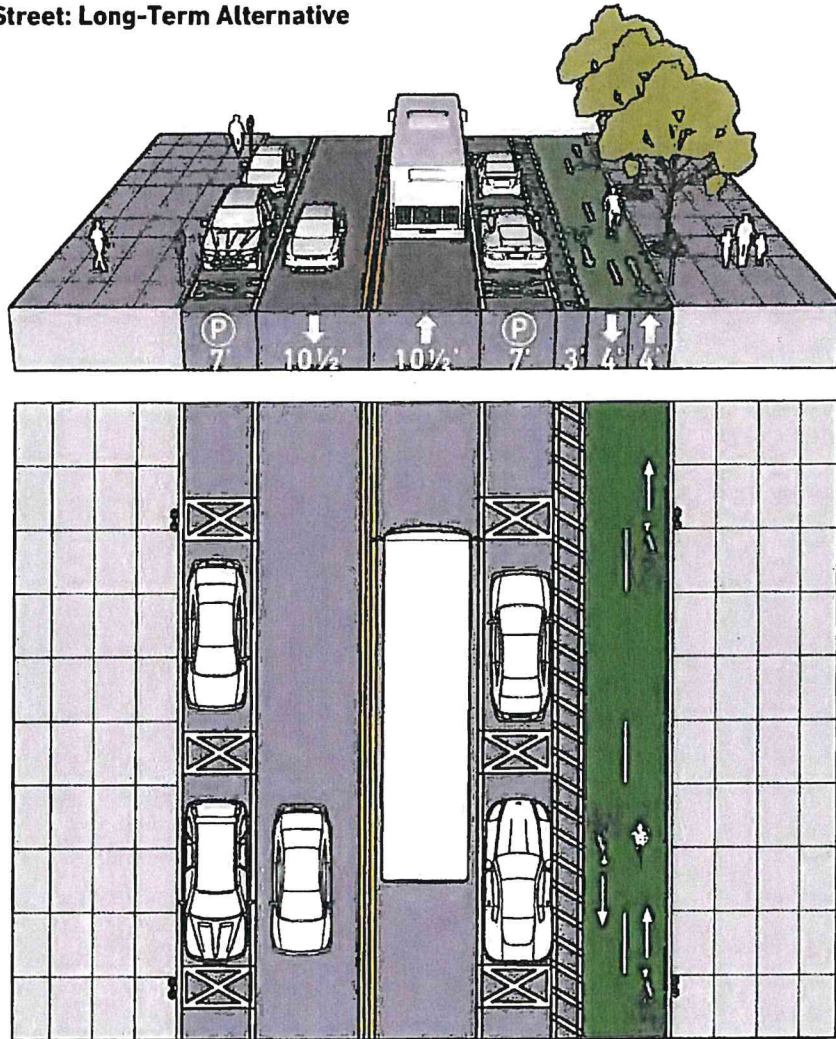


Austin, TX



Seattle, WA

(4) Ottawa Street: Long-Term Alternative

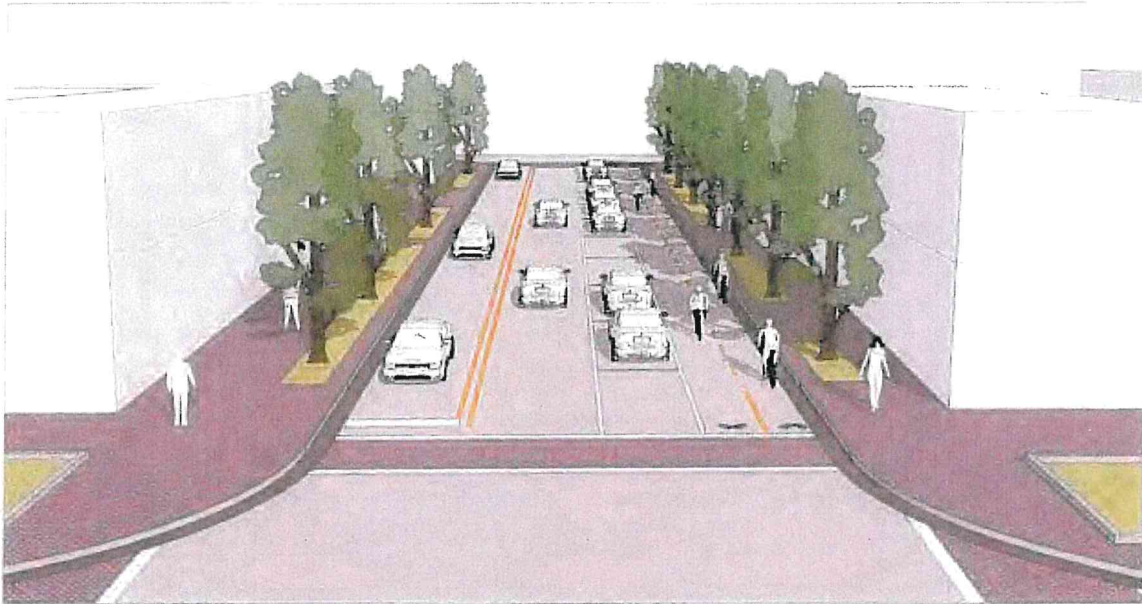


Richmond, VA



Columbus, OH

Sample Graphics from Other Projects



Midland Downtown Streetscape Plan, Midland, MI

POTENTIAL DESIGN OPTIONS: SELECT YOUR TOP PREFERENCE

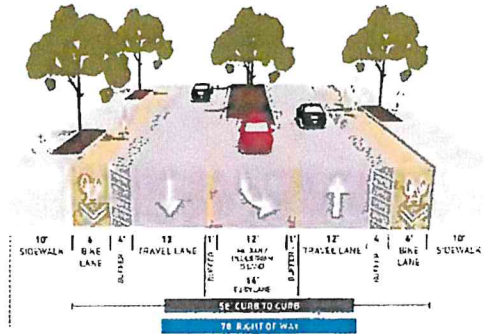
PLACE YOUR DOT: ● = PREFERRED OPTION

<p>A. ENHANCE EXISTING CONFIGURATION</p>	<p>B. ROAD DIET - BUFFERED BIKE LANE V1</p>	<p>C. ROAD DIET - BUFFERED BIKE LANE V2</p>
<p>D. ROAD DIET - BIKE LANE & STREETSCAPE</p>	<p>E. ROAD DIET - BUS LANES</p>	<p>F. ROAD DIET - BUS & BIKE LANES</p>
<p>G. ROAD DIET - BUS LANE & SHARED USE PATH</p>	<p>H. ROAD DIET - PARKING & STREETSCAPE</p>	<p>CREATE YOUR OWN!</p> <p>YOUR PHOTO HERE</p> <p>YOUR PHOTO HERE</p>

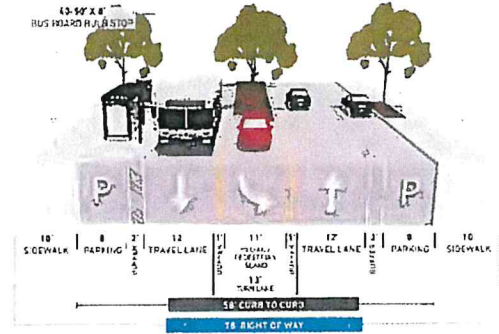
ROADWAY CONFIGURATION

Mayfield Corridor Study, Mayfield, OH

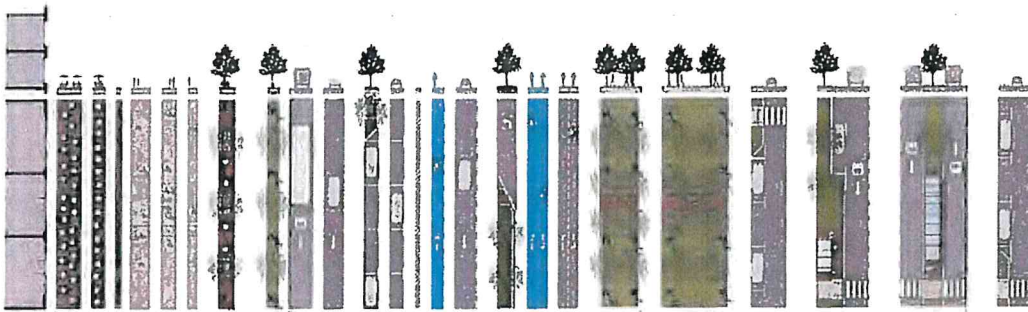
LORAIN ROAD CORRIDOR STUDY **3 LANES WITH BIKE LANES**



LORAIN ROAD CORRIDOR STUDY **3 LANES WITH PARKING + SELECT MEDIAN + BUS**



Lorain Road Corridor Study, Fairview Park, OH



"Shaping the Avenue," Lansing, MI

Work Plan Breakdown & Budget

Tasks	Description	Brad	Ben	Tori	Total	Total
		\$210	\$105	\$105	Hours	Cost
Coordination		24	36	0	60	\$8,820
General Coordination (bi-weekly calls, emails)	Quick coordination calls, emails, etc. (Brad, Ben or both)	12	24		36	\$5,040
Meetings with City Staff (2 not including the tour below)		12	12		24	\$3,780
Meetings/Workshops		26	64	48	138	\$17,220
Street tour with the City	Review potential alternatives, confirm existing conditions	6	8		14	\$2,100
Prepare materials for two public workshops (City to lead engagement including outreach, publicity, room logistics)	WORKSHOP 1: network map, best practice imagery, street design options (could include kit of parts)	2	24	24	50	\$5,460
	WORKSHOP 2: Illustration of short term and optional longer term options/recommendations	4	16	24	44	\$5,040
Attend and help facilitate the two public workshops	2 MKSK staff to assist city staff at each workshop	12	16		28	\$4,200
Stakeholder meetings (CATA, LCC, key employers, state agency meeting, bike advocacy groups, city official briefing etc.)	Assumes City to take the Lead, MKSK to attend two days (Brad one day, Ben one day)	8	8		16	\$2,520
Evaluation and Deliverables		7	56	36	85	\$11,130
Existing Conditions maps and graphics	Base map and base street graphics based on existing condition data provided by the city, sketch-up models and photographs of up to 12 typical locations (two per street)	2	4	24	30	\$3,360
Goals and Performance Measures	MKSK to prepare a draft based on prior experience in Lansing and other similar projects, in collaboration with city staff, to be used to explain factors with the stakeholders and public	4	4			\$1,260
Best Practice Materials	Information for presentations and meetings to explain the process, general benefits of 2-way streets, sampling of experiences from other places	2	6	4		\$1,470
Street Kit of Parts for public meetings	Prepare aerial and parts, Primer instructions, print and cut pieces, etc. (assumes mostly using MKSK existing materials with a few additions)	2	4	12	18	\$2,100
Sketch ups and maps of alternatives	Up to two overall network maps + two cross section type graphics for each street (before/after photos or sketchups)	1	12	12	25	\$2,730
Map of traffic modeling results	A graphic illustration of the modeling results			4	4	\$420
Refinement of Preferred Short Range Alternative Map and Images	An overall map in plan view with the recommended cross section for the two typical locations per street	4	16	16	36	\$4,200
Detail graphics for any "hot spots" such as key intersections or locations	Assume up to four locations in plan view		16	4	20	\$2,100
Long Range Alternatives Map	A map with call out boxes that illustrates alternatives that may be considered with future reconstruction projects	2	12			\$1,680
Additional streets, graphics or meetings	Additional service when requested				0	\$0
Total Hours		65	169	104	314	\$42,315
Estimated Expenses (miles, printing)						\$650
Total Cost		\$13,650	\$17,745	\$10,920		\$42,965

Schedule	
Aug/Sep 2019	Public Workshop 1
Late 2019	Public Workshop 2
Early 2020	Final Plan
Mid-2020	Begin Implementation of Short-Term Alternatives

People	
Brad Strader	
Benjamin Palevsky	
Tori Luckenbach	

TERMS AND CONDITIONS OF PROPOSAL



DIRECT PROJECT EXPENSES Direct project expenses will be billed in addition to the fee for basic services and include actual out-of-pocket expenditures made in the interest of the Project. All direct project expenses will be invoiced at 1.2 times the actual amount. Direct project expenses include, but are not limited to mileage, courier and overnight delivery services, travel, hotel, car rental, etc. and may be adjusted annually. All International air travel, if required, will be by business class.

Requested documents to be printed in-house will be invoiced at the following rates: (excluding those for office use)

B/W Copy 8.5" x 11"	\$ 0.15	Color Plot 18" x 24"	\$ 15.00
B/W Copy 11" x 17"	\$ 0.30	Color Plot 24" x 36"	\$ 25.00
B/W Copy 18" x 24"	\$ 1.00	Color Plot 30" x 42"	\$ 35.00
B/W Copy 24" x 36"	\$ 2.00	Color Plot 36" x 48"	\$ 45.00
B/W Copy 30" x 42"	\$ 3.00	Color Pres.Plot 18" x 24"	\$ 25.00
B/W Copy 36" x 48"	\$ 4.00	Color Pres.Plot 24" x 36"	\$ 45.00
Color Copy 8.5" x 11"	\$ 1.00	Color Pres.Plot 30" x 42"	\$ 70.00
Color Copy 11" x 17"	\$ 2.00	Color Pres.Plot 36" x 48"	\$ 85.00

STANDARD HOURLY RATES / ADDITIONAL SERVICES If the Scope of Work or if the Consultant's service is substantially revised, the amount of total compensation shall be equitably adjusted. Fees for requested additional services shall be computed at our standard hourly rates below or outlined under a separate proposal.

Principal	\$ 210	Urban Planner II	\$ 115
Senior Associate	\$ 165	Urban Planner I	\$ 105
Associate	\$ 150	Graphic Designer III	\$ 125
Landscape Architect III	\$ 125	Graphic Designer II	\$ 105
Landscape Architect II	\$ 115	Graphic Designer I	\$ 95
Landscape Architect I	\$ 105	Intern	\$ 70
Urban Planner III	\$ 125	Administration	\$ 70

RETAINER If required, the Client shall make an initial payment as defined in the attached proposal as a retainer upon execution of this agreement. This retainer shall be held by the consultant and applied against the final invoice.

PAYMENT DUE Invoices shall be submitted monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. The Consultant has been commissioned by the Client to provide professional services, which are independent of whether the Project for which they are provided is executed or not.

SATISFACTION WITH SERVICES Payment of any invoice by the Client to the Consultant shall be taken to mean that the Client is satisfied with the Consultant's services to the date of payment and is not aware of any deficiencies in those services.

DISPUTED INVOICE If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be

calculated on the unpaid balance from the due date of the invoice.

INTEREST If payment in full is not received by the consultant within forty-five (45) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to unpaid principal.

SUSPENSION OF SERVICES If the Client fails to make payments when due or otherwise is in breach of this agreement, the Consultant may suspend performance of services upon seven (7) days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this agreement by the Client. Upon payment in full by the Client or cures of the breach to the satisfaction of the Consultant, the Consultant shall resume services under this agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

TERMINATION OF SERVICES If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination of this agreement by the Consultant.

TERMINATION OF AGREEMENT This agreement may be terminated by either party upon fifteen (15) days written notice with or without cause. The Client shall within thirty (30) days of termination compensate the Consultant for all services performed including all costs and direct project expenses incurred up to the date of termination.

MEDIATION In an effort to resolve any conflicts that arise during the design or construction or the project or following the completion of the project, the Client and the Design Professional agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

APPLICABLE LAW Unless otherwise specified, this agreement shall be governed by the laws of the State of Ohio.

ENTIRE AGREEMENT This agreement represents the entire and integrated Agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the Client and Consultant.

LIMITATION OF LIABILITY To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees and any of them, to the Client and anyone claiming by and through the Client, for any and all claims, losses, costs or damages, including attorney's fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of fifty thousand dollars (\$50,000), whichever is greater. It is intended

TERMS AND CONDITIONS OF PROPOSAL



that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

CONTRACTOR AND SUBCONTRACTOR CLAIMS To the fullest extent permitted by law, the Client agrees to limit the liability of the Consultant and the Consultant's officers, directors, partners, employees and sub-consultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs or damages of any nature whatsoever or claims expenses from any cause or causes including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant and the Consultant's sub-consultants to all those named shall not exceed fifty thousand dollars (\$50,000) or the Consultant's total fee for services rendered on this Project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

OBSERVATION SERVICES The Client understands that by not retaining the Consultant for construction observation services, there may be misinterpretations of the Consultant's plans and specifications during construction, which may lead to errors and subsequent damage. Inasmuch as the Client has elected to proceed with the Project without the Consultant providing construction observation services. The Client agrees to indemnify and hold-harmless the Consultant against any and all claims, damages, awards and cost of defense, which may arise out of the acts of the Contractor and Subcontractor performing work not in compliance with the intent of the design documents.

UNAUTHORIZED CHANGES The Consultant, upon delivery of documents is completely absolved and indemnified from any liability that may result from the interpretation or revision of documents for which the Consultant was not responsible.

STANDARD OF CARE In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

OWNERSHIP OF INSTRUMENTS OF SERVICE All reports, drawings, specifications, electronic files, field data, notes and other documents and instruments prepared by the Consultant as instruments of services shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

OPINIONS OF PROBABLE CONSTRUCTION COST In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

SHOP DRAWING REVIEW The Consultant shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole

responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

INFORMATION PROVIDED BY OTHERS The Client shall furnish, at the Client's expense, all information requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

DELIVERY OF ELECTRONIC FILES In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project for which they were prepared. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant. Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

SEVERABILITY Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

SURVIVAL Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

ASSIGNMENT Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

PROPRIETARY INFORMATION The Client agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by the Consultant pertaining to this

TERMS AND CONDITIONS OF PROPOSAL



Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Consultant.

ADA COMPLIANCE The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA unless it can be demonstrated that it is structurally impractical to meet such requirements. The Client understands that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Consultant, however, cannot and does not warrant or guarantee that the Client's Project will comply with all interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

CORPORATE PROTECTION It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, an Ohio corporation, and not against any of the Consultant's individual employees, officers or directors.

BETTERMENT If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

DEFECTS IN SERVICE The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

CONTINGENCY The Owner and the Consultant agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the Consultant and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The Owner agrees to set aside a reserve in the amount of at least ten (10) percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Consultant or its sub-consultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

CONSEQUENTIAL DAMAGES Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

CHANGED CONDITIONS If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for re-negotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating re-negotiation, and the Consultant and the Client shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

DEFINITION OF HAZARDOUS MATERIALS As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

HAZARDOUS MATERIALS INDEMNITY The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and consultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.



Andy Schor, Mayor

CITY OF LANSING
PURCHASING OFFICE
1232 Haco Ave.
Lansing, Michigan 48912
(517) 702-6197
<http://www.lansingmi.gov/787/purchasing>

TO: Andy Schor, Mayor
FROM: Stephanie Robinson CPPB, Senior Buyer
DATE: Feb. 12, 2020
SUBJECT: Sole Source Purchase –Waterworks System

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: Public Service Department – Wastewater Treatment Plant Division
Vendor: Waterworks Systems
Item Purchased: Five Warminster Fiberglass FRP Slide Gate Replacements
Dollar Amount: \$ 17,850.00

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

“Equal Opportunity Employer”

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Samantha Harkins, Deputy Mayor

FROM: Stephanie Robinson, CPPB, Senior Buyer

DATE: February 6, 2020

SUBJECT: Sole Source – Waterworks Systems

The Public Service WWTP requests that Waterworks Systems of Lakeland, MI be designated as a Sole Source vendor for the purchase of five Warminster Fiberglass FRP Slide Gate Replacements.


Please see the attached letter from William Brunner, Sid Scrimger and Andrew Kilpatrick regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Waterworks systems, in the amount of \$ 17,850 per the request of the Public Service Department Wastewater Division.

Attachment

Date: 2-6-20

Approved Denied


Andy Schor, Mayor



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

PURCHASE ORDER	
P.O. NUMBER	P086443
DATE	02/07/20
VENDOR I.D.	V031061
DELIVERY DATE	
FOB	Destination
REQUISITION NO	PR014991
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

TO: WATERWORKS SYSTEMS & EQUIPMENT INC
 P O BOX 575
 LAKELAND, MI 48143-0575

Page 1 of 1

PHONE# (810) 231-1331 FAX# (810) 231-1331

DELIVER ITEMS TO:

PUBLIC SERVICE WASTEWATER TREATMENT PLAN
 1625 SUNSET AVE
 LANSING, MI 48917

SEND INVOICE TO:

PUBLIC SERVICE WASTEWATER TREATMENT
 1625 SUNSET AVE
 LANSING, MI 48917

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	FIVE REPLACEMENT GATES FOR THE WARMINSTER FIBERGLASS SLIDE GATES IN THE SOUTH AERATION BASINS. FRP SLIDE GATE REPLACEMENTS PER QUOTE DATED 01/24/2020. PRICE INCLUDES FREIGHT	17,850	EA	1.00	17,850.00
				TAX	0.00
TOTAL					17,850.00

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.




Andy Schor, Mayor

**PUBLIC SERVICE
DEPARTMENT**

Wastewater Division
1625 Sunset Avenue
Lansing, Michigan 48917
(517) 483-4404
FAX: (517) 483-4536

<http://publicservice.cityoflansingmi.com/pubwater/>



To: Stephanie Robinson, Senior Buyer
From: William H. Brunner, Plant Engineer 
Date: February 3, 2020
**Subject: Recommendation of Sole Source Distributor
Fiberglass Slide Gates for the South Aeration Basin**

I recommend that Waterworks Systems & Equipment (Waterworks) be awarded the work, as a sole-source supplier, to provide 5 replacement gates for the Warminster Fiberglass slide gates currently installed in the South Aeration Basins, for \$17,850.00. The existing gates, dating back to the 1980s, are worn out. One of them is completely broken, and the others are rapidly deteriorating, and are difficult to use. Waterworks' quotation and a letter from Warminster Fiberglass Company stating that Waterworks is its sole representative in Michigan are attached.

The slide gates control flow into the aeration basins. We use them to place tanks in and out of service for maintenance. Only the slide gate will be replaced. The existing frames, drive mechanism and other hardware will be reused.

Funds are allocated for this project in the following account:

\$17,850.00 590-453670-746200-0 Equipment Repair & Maintenance

If you have any questions regarding this recommendation, please contact me at your earliest convenience. Thank you for your assistance.

Approved: _____


Sid Scrimger, Wastewater Division Superintendent

Approved: _____


Andrew Kilpatrick, P.E., Director of Public Service

Brunner, Bill

From: Chuck Kronk <ckronk@waterworkssystem.com>
Sent: Friday, January 24, 2020 3:39 PM
To: Brunner, Bill
Subject: RE: [EXTERNAL] Warminster Fiberglass Gate Replacement

Hi Bill,

I have received the updated price from Warminster Fiberglass for the thicker gate slides.

WARMINSTER FIBERGLASS will provide the following:

5 only FRP Slide Gate Replacements
Size: 5/16" / 2" thick x 63 1/2" wide x 60" high.
Existing Guide Frames F 12-1 through F 12-5.
Total Cost: \$17,850.00 including freight

As noted in our quote letter to Rick of 10/28/19, the existing gate stems, clevis plates and hardware will be reused. Approval drawings will be submitted to you within 5 weeks after receipt of your order. The shipment of the new gate slides will be made within 14 weeks after approval.

Thank you, Bill,

Chuck Kronk
Waterworks Systems & Equipment, Inc.
Office: (810) 231-1200
Mobile: (810)923-7778

On Fri, Jan 10, 2020 at 3:09 PM Brunner, Bill <Bill.Brunner@lansingmi.gov> wrote:

Rick sent the attached quote along to me. I'm seeing that we need a Type II gate, 5/16 inch, instead of the Type II 1/4" quoted. Could you requote this for me?

Thanks,

Bill.

Bill Brunner, P.E.

Plant Engineer

City of Lansing



WFC CO., INC.

WARMINSTER FIBERGLASS COMPANY

725 COUNTY LINE ROAD • P.O. BOX 188 • SOUTHAMPTON, PENNSYLVANIA 18966-0188 • USA

TEL (215) 953-1260 FAX (215) 357-7893

www.warminsterfiberglass.com

WATER & WASTEWATER TREATMENT PRODUCTS
KEEPING AMERICA'S WATER CLEAN

January 29, 2020

Stephanie Robinson, CPPB
City of Lansing/Lansing Board of Water and Light
1110 S. Pennsylvania
Lansing, MI 48912
estephanie.robinson@lbwl.com

Warminster Fiberglass Company confirms that Waterworks Systems and Equipment, P.O. Box 575, Lakeland, MI 48143-0575, is our Sole Representative/Manufacturer for all Fiberglass Reinforced Plastic Products for the Water and Waste Water Industries in the State of Michigan.

This authorization is valid until further written notice from Warminster Fiberglass Company.

Sincerely,

Eugene G. Renz, Jr.
Sr. Sales Manager
Warminster Fiberglass Company