AGENDA

Committee on Ways and Means
AGENDA FOR SEPTEMBER 26, 2022 AT 4:30 PM

Lansing City Hall, City Council Conference Room
124 W. Michigan Avenue, 10th Floor
To provide input or ask questions on any item that is listed on the agenda,
members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting.

Council Member Spadafore, Chairperson
Council Member Garza, Vice Chairperson
Council Member Wood, Member

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
   A. August 22, 2022
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Discussion/Action:**
   B. RESOLUTION - Workers Compensation Settlement 2062876-01239
   C. RESOLUTION - Grant Acceptance; 2022 Offender Success Contract Bonus; Office of Financial Empowerment; Dept. of Corrections-RE:Job placement & Retention performance
   D. RESOLUTION - Donations Acceptance; Hispanic Heritage Month Events
   E. RESOLUTION - Grant Acceptance; Ingham County Parks and Trails Millage
   F. RESOLUTION - Grant Acceptance; Michigan Natural Resources Trust Fund for Pathways and Park Improvements
   G. RESOLUTION - Fee Changes; Parks and Recreation Department
   H. DISCUSSION - Sole Source Purchase; Public Service Dept.; Bossman Construction LLC- RE: Sidewalk Construction.
   I. DISCUSSION - Sole Source Purchase; Public Service Department request for Matoon and Lee Equipment as the vendor for a new drive for Lightnin Mixer
   J. DISCUSSION - Sole Source Purchase; Public Service Department request for Professional Pump as the vendor for rebuilding of a Wastewater Chopper Pump
   K. ACTION- Fiscal Year 2023/2024 Ways and Means Budget Priorities
6. **Other**
7. **Adjourn**

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.

MINUTES
Committee on Ways and Means
Monday, August 22, 2022 @ 4:30 p.m.
City Council Conference Room

CALL TO ORDER
Council Member Spadafore called the meeting was called to order at 4:30 p.m.

PRESENT
Council Member Peter Spadafore, Chair
Council Member Jeremy Garza, Vice Chair
Council Member Carol Wood, Member

OTHERS PRESENT
Sherrie Boak, Council Office Manager
Lisa Hagen, OCA
Greg Venker, OCA
Amber Paxton, Director OFE
Michael Lynn
Erika Lynn

Minutes
MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE MINUTES FROM JULY 11, 2022 AS PRESENTED. MOTION CARRIED 3-0.

Public Comment
No public comment at this time.

Discussion/Action:
Council Member Spadafore stated that item G. – Sole Source for LPD for vendor training and police policy will be pulled at this time.

RESOLUTION – Grant Acceptance; Cities for Financial Empowerment; "FE Cities Expert Mentor"
Ms. Paxton stated Financial Empowerment was approached to assist with CFE Fund to provide technical assistance to the City of Jackson, Tennessee. Ms. Paxton continued noting there are no documents for the $15,000 where it will be used to reimburse Lansing Staff time on mentoring including calls, travel and other expenses of a two to three day site visit for job shadowing.

Council Member Wood asked about the delay on the grant. Ms. Paxton stated she did not get the signed agreement immediately. Council Member Wood noted the agreement was in July.

Council Member Spadafore noted there was a delay on the end of Council due to canceled meetings in July and early August.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE GRANT FOR THE CITIES FOR FINANCIAL EMPOWERMENT; “FE CITIES EXPERT MENTOR”. MOTION CARRIED 3-0.

RESOLUTION – Grant Acceptance; Byrne Justice Assistance Grant for the Law Department
Ms. Hagen referenced the grant form in the packet noting it is to assist the courts with their part-time legal assistant due to a change in the workload.

Council Member Wood noted that the Byrne grant usually asks for an outcome, and therefore inquired into what the outcome would be. Ms. Hagen stated she is not aware of any deliverable, but it is to assist with the prosecution and become more efficient.

Council Member Garza asked if it was just for one fiscal year. Ms. Hagen confirmed it is a onetime grant, but they can apply for in future years.

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE GRANT FOR THE BYRNE JUSTICE ASSISTANCE GRANT FOR THE LAW DEPARTMENT. MOTION CARRIED 3-0.

Sole Source Purchase; Public Service Department request for Bossman Construction LLC as the vendor for sidewalk construction
Council Member Wood asked if anyone from Public Service would be present to explain. Council Member Spadafore stated he asked for supplemental information for each Sole Source on the agenda from Public Service and it was provided. Therefore he did not required them to attend this meeting. Council Member Wood asked for Public Service to attend so she could ask questions on more information.

Council Member Spadafore asked that this item and the next two Sole Sources be moved to the September 12, 2022 meeting and ask a representative from Public Service attend.

Sole Source Purchase; Public Service Department request for Matoon and Lee Equipment as the vendor for a new drive for Lighting Mixer
Moved to the meeting on September 12, 2022 for representatives from Public Service to attend.

Sole Source Purchase; Public Service Department request for Professional Pump as the vendor for rebuilding a Wastewater Chopper Pump
Moved to the meeting on September 12, 2022 for representatives from Public Service to attend.

Sole Source Purchase; Police Department request for Michigan as the vendor for training and police policy consultants
Council Member Spadafore stated the Committee was asked to pull from the agenda until further notice from the department.

Sole Source Purchase; Police Department request for All City Management Services as the vendor for School Crossing Guard Services
MOTION BY COUNCIL MEMBER WOOD TO PLACE ON FILE. MOTION CARRIED 3-0.

OTHER
DISCUSSION – Fiscal Year 2023/2024 Budget Priorities

Council Member Spadafore removed item 1 from the list in the packet because it was address in this current fiscal year. The Committee will continue discussions and finalize at the September 12, 2022 meeting for referral back to Committee of the Whole on September 26, 2022.

Council Member Spadafore offered public comment. Michael Lynn and Erika Lynn declined any comments at this time.

ADJOURN
Adjourned at 4:42 p.m.
Submitted by,
Sherrie Boak, Recording Secretary
Lansing City Council
Approved by the Committee ________________________

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

WHEREAS, it is proposed that a claim be resolved by virtue of entering into a settlement agreement with claimant 2062876-01239, in which, the City of Lansing would agree to pay Plaintiff the sum of Fifty Thousand Dollars ($50,000.00) in exchange for a complete redemption and release of the City from any past, present, and future liability regarding any alleged injuries/illnesses whatsoever; and

WHEREAS, the proposed settlement is recommended by the Mayor, the Department of Human Resources Director, the City of Lansing's Fund Administrator, and the City Attorney.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby approves the payment of Fifty Thousand Dollars ($50,000.00) pursuant to said proposed settlement agreement as a full and final settlement of said action.

BE IT FINALLY RESOLVED that the City Attorney is authorized to prepare and execute the requisite documents to complete settlement of the aforementioned lawsuit.

LANSING CITY COUNCIL
GRANT INFORMATION FORM
(Required for all grant applications and acceptances)

REFERRAL DATE: 8/22/22

GRANT NAME: Offender Success

DEPARTMENT: Neighborhoods, Arts, and Citizen Engagement

CONTACT PERSON: Charles Roltsch | Charles.roltsch@lansingmi.gov |517-614-6932

APPLICATION DATE: 2022 AWARD DATE: 7/21/2022

GRANT CYCLE: 2021-2022 Check One: ____Annual **X** One-Time

FUND AMOUNT: $38,947.95 (Breakdown below should total this amount)

GOODS & SERVICES	
VENDOR	$19,473.98
PERSONNEL	$7,500.00
OTHER	$11,973.97

CITY MATCH (IF APPLICABLE): N/A

GRANT PAYS FOR: The bonus will be distributed to subcontractors and staff. Earlier this year the Offender Success program received a percentage bonus and the remainder was given to Peckham, a vendor of the Offender Success program, since most of the metrics are based on their aspect of the contract (employment and social supports).

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

The Offender Success program is a grant initiative of the Michigan Department of Corrections (MDOC). The City of Lansing oversees Region 7, representing Clinton, Eaton, and Ingham counties. For achieving key performance metrics (KPMs) related to job placement, job retention, and decreased recidivism, MDOC, per the grant contract, awarded the City's Offender Success program a bonus of $38,947.95.

MICHIGAN DEPARTMENT OF CORRECTIONS
PROCUREMENT, MONITORING, AND COMPLIANCE DIVISION

Key Performance Measurements (KPM) – BONUS / CREDIT

Report Date: July 21, 2022			
Agency/Vendor: City of Lansing (Region 7)			
Contract #: 071B7700202			
Agency Director: Amber Paxton			
Financial Specialist: Samuel Jonker-Burke (PMCD)			
KPM Evaluation Year (YR): 4 (e.g., YR 3)			
Program Manager Approved:	**Robert McGeorge**	**Date:**	July 14, 2022
PMCD Manager Approved:	**Ryan Powell**	**Date:**	July 14, 2022

SECTION 1:
CONTRACT STATEMENT OF WORK:

Standard 1.3 A, B, C
Key Performance Measures (KPMs)

A: <u>Job Placement (JP) Rate</u>
Bonus Qualification: To meet or exceed the determined baseline. The regional job placement baseline rate will be evaluated each Contract year based on the data provided by Offender Success Contractors. For every 3% increase or decrease in a Contractor region's baseline job placement rate, their KPM is proportionally increased or decreased by 1%. For example, first year baseline employment rate of 25%, the Contractor achieves a 29% for that year; the following year's KPM will be 26%. Percentages rounded up/down to the nearest decile percentage point (0.0%).
Bonus/Credit Eligibility: Must have minimum of 10% of all enrollments for the Contract year for employment services (as the bonus/credit incentive is derived from identifying 10% of the Administration Costs for this KPM). Offender enrollments for Work Supplies (only) are excluded from the JP KPM.

B: <u>Job Retention Rate</u>
Bonus Qualification: The regional job retention baseline rate will be evaluated annually based on analysis of Contractor-reported employment data. For every 3% increase or decrease in a Contractor region's baseline employment retention rate, their employment retention KPM is proportionally increased or decreased by 1%. For example, first year baseline employment retention rate of 25%, the Contractor achieves a 29% for that year; the following year's KPM will be 26%. Percentages rounded up/down to the nearest decile percentage point (0.0%).

C: <u>Return to Prison (RTP) Rate</u>
Bonus Qualification: The RTP rate is to be less than or meet the determined baseline. Baseline will be evaluated annually after the first 36 months. Bonus/Credit to be paid/assessed on an annual basis after the first 36 months. The yearly measurement will look at those offenders that achieve the 36-month requirement. Percentages rounded up/down to the nearest decile percentage point (0.0%). The RTP will only apply to enrollments into:
All Residential Stability Services except enrollments which received Housing Supplies only
All Job Placement Services except enrollments which received Work Supplies only.
Only Social Support Services for Mentoring only
All Health and Behavioral Health Services except enrollments for Psychiatric Evaluation, Prescription Medications and Medication Reviews

Bonus/Credit Application on Contract year basis: Year 4 and beyond will apply the KPM for Contractors who are less than or meet the established percentage by region with the first bonus or credit to be applied after April 1, 2021 to evaluate the Year

1 enrollees (considered as one cohort) against the three-year RTP rate for that region. Credit is applied for being above the established baseline rate by 20% or more.

Standard 6.2 A
Bonus and Credits
Bonus payments and credit costs (to the State) for achieving or underperforming on Key Performance Measures will be completed annually on a Contract year basis with Contractors receiving payments or withholdings by July 31 following the close of the Contract year (March 31).

These payments/withholdings will be against Contractors Total billable Administration Costs for the Contract year achieving/underperforming on KPMs.

Key Performance Measure	Year 1 April 1, 2018 – March 31, 2019	Year 2 April 1, 2019 – March 31, 2020	Year 3 April 1, 2020 – March 31, 2021	Year 4 April 1, 2021 – March 31, 2022	Year 5 April 1, 2022 – March 31, 2023 and beyond
Date*	June 30, 2019	June 30, 2020	June 30, 2021	June 30, 2022	June 30, 2023
Initial Job Placement Rate (1)	Baseline Established	-10% Credit +10% Credit	-10% Credit +10% Credit	-10% Credit +10% Credit	-10% Credit +10% Credit
12 Month Job Retention Rate (2)		Baseline Established	-10% Credit +10% Credit	-10% Credit +10% Credit	-10% Credit +10% Credit
36 Month Return to Prison (3)	1st Cohort	12 months	24 months	-20% Credit +20% Credit	-20% Credit +20% Credit

*Date – Target date for determining Baselines and applying KPM bonuses or credits.

(1) – Using Year 1 of job placement data to establish initial job placement rates for each region.
(2) – Using Year 2 of job retention data to establish 12-month job retention rates for each region.
(3) – Using Year 3 return to prison data as the entire first cohort enrolled in Year 1 will have been out 36 months by the end Year 4 of the Contract. These rates will be compared to existing regional return to prison rates for each region.

SECTION 2:
BONUS PAYMENT/CREDIT OUTCOMES:

Standard 1.3 A: Job Placement (JP)

Baseline Rate (YR1): 51.9%	**Adj. Baseline Rate (YR2):** 48.5%	**Adj. Baseline Rate (YR3):** 50.9%	**Adj. Baseline Rate (YR4):** 50.9%	**Adj. Baseline Rate (YR5):**
JP Placement Rate (YR1): 41.7%	**JP Placement Rate (YR2):** 55.7%	**JP Placement Rate (YR3):** 52.0%	**JP Placement Rate (YR4):**	**JP Placement Rate (YR5):**

Result: ☒ Bonus ☐ Credit ☐ NA

Financial Specialist Comments:
JP base line was 51.9% in the first year of this metric. The second year the JP performance rate it was 41.7%, which resulted in a decreased base line rate of 3.4% since it decreased by 1 percentage point for every 3 points of decrease over the base line (3.4% decrease from 51.9% equals 48.5% new adjusted baseline rate). The JP performance rate for year 2 of the metric was 55.7%, which resulted in an increase to the baseline rate for the next performance year of 2.4% and a new rate of 50.9%. (48.5% +2.4% = 50.9%). The

JP performance rate for year 3 of the contract was 52.0% which resulted in neither an increase nor a decrease to the baseline rate for year 4 of the contract broken down as follows (50.9% + 0.0% = 50.9%). This results in a bonus per the contract as Region 7 exceeded the JP baseline rate for the year.

Standard 1.3 B: Job Retention (JR)

Baseline Rate (YR1): 25.3%	**Baseline Rate (YR2):** 32.9%	**Baseline Rate (YR3):** 38.1%	**Baseline Rate (YR4):**	**Baseline Rate (YR5):**
JR Performance Rate (YR1): 48.0%	**JR Performance Rate (YR2):** 48.5%	**JR Performance Rate (YR4):**	**JR Performance Rate (YR4):**	**JR Performance Rate (YR5):**

Result: ☒ Bonus ☐ Credit ☐ NA

Financial Specialist Comments:
JR baseline was 25.3% in the first year of this metric (contract year 2). The second year for this metric, the JR performance ratewas 48.0% which was an increase of 7.6% resulting in an increase for the base line for performance year 2 (year 3 of the contract) broken down as follows: (2 5 .3% + 7.6% = 32.9%) JR adjusted baseline for performance year 3 retention rate goal. The third year for this metric, the JR performance rate was 48.5% which was an increase of 5.2% resulting in an increase for the base line for performance year 2 (year 3 of the contract) broken down as follows: 32.9% + 5.2% = 38.1% JR baseline for performance year 3 retention rate goal. This results in a bonus per the contract.

Standard 1.3 C: Return to Prison (RTP)

Initial Baseline Rate: 24.6%	**Baseline Rate (YR4):** 24.6%	**Baseline Rate (YR5):**	
RTP Performance Year Rate: 24.4%	**RTP Performance Year Rate (YR4):**	**RTP Performance Year Rate (YR5):**	

Result: ☒ Bonus ☐ Credit ☐ NA

Financial Specialist Comments:
Return to Prison (RTP) baseline was 24.6 % in the first year of this metric (contract year 3). The second year for this metric, the performance rate was 24.4% which was neither an increase nor decrease for the RTP base rate. Broken down as follows: (24.4% - 0.0% = 24.4%) RTP baseline for the next performance year RTP rate goal. The decrease in the performance rate results in a bonus per the contract.

SECTION 3:
TOTAL KPM BONUS/CREDIT SUMMARY

Bonus Total: $9,736.99 + $9,736.99 + $19,473.97	**Credit Total:** $ 0
Net Bonus/Credit: $38,947.95	

Summary:
The KPM determination for JP was a bonus of $9,736.99, the KPM determination for JR was a bonus of $9,736.99, and the KPM determination for RTP was a bonus of $19,473.97. This results in a net total payment of $38,947.95.

CC: Ryan Powell, Contract Manager
Robert McGeorge, Program Manager
Nick Kissane, Contract Monitor
Mariam Deland, Community Liaison

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

WHEREAS, the City of Lansing's Office of Financial Empowerment, which is part of the Department of Neighborhoods Arts & Citizen Engagement, has been contracted by the State of Michigan / Michigan Department of Corrections to deliver the Offender Success program since October 1, 2017 under contract 071B7700202; and

WHEREAS, the contract includes bonuses and credits for key performance measures, and the City was awarded a Year 4 bonus of $38,947.95 on July 14, 2022; and

WHEREAS, there are no requirements or guidelines to how the dollars may be spent.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Offender Success Contract Bonus in the total amount of $38,947.95.

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

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

Hispanic Heritage Month Celebration – In association with the City of Lansing.

WHEREAS, in 1988, President Ronald Reagan expanded Hispanic Heritage week to a month-long celebration and in honor of this occasion, the City of Lansing is hosting two events; 1) Mexican Independence Day on September 16, 2022, at City Hall; 2) Hispanic Heritage Month Educational/celebration on September 30, 2022, at the South Washington Office Complex; and

WHEREAS, the Board of Water and Light, Capital Area Transportation Authority, Michigan State University, Michigan State University Federal Credit Union, Jon Horford, Lansing Community College, Hispanic/Latino Commission of Michigan, Labor Council for Latin American Advancement, Daniel Ferreya, and the International Association of Fire Fighters Local 421 has donated a total of $9,100.00 in sponsorships to help fund this event; and

WHEREAS, these funds will be allocated to the following items: (1.) Food/Beverage ($3,000.00), (2.) Entertainment ($2,500.00), (3.) Activities/Educational ($1,800.00), (4.) Promotional Items ($600.00), (5.) Decorations ($550.00), (6.) Dinnerware (i.e. utensils, napkins, tablecloths, and plates & cups) ($400.00), and (7.) Black Velvet Exhibit ($250.00); and

WHEREAS, the Mayor and his office recognize the incredible contributions of the Hispanic community to Lansing and worked hard to organize a Hispanic Heritage Month celebration.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and the Lansing City Council graciously thanks and accepts the sponsorship funds from the Michigan State University Federal Credit Union in the amount of $2,000.00, the Lansing Community College in the amount of $2,000.00, the Board of Water and Light (BWL) in the amount of $1,000.00, Michigan State University in the amount of $1,000.00, the Capital Area Transportation Authority (CATA) in the amount of $1,000.00, Hispanic/Latino Commission of Michigan in the amount of $1000.00, Jon Horford in the amount of $500.00, Daniel Ferreyra in the amount of $250.00, the International Association of Fire Fighters Local 421 in the amount of $250.00, and the Labor Council for Latin American Advancement in the amount of $100.00, for a total amount of $9,100.00.

BE IT FINALLY RESOLVED that the City's Administration is hereby authorized to create the appropriate financial accounts to initiate the necessary operating transfers for the expenditure and control of these dollars.

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: August 1, 2022

GRANT NAME: Montgomery Drain- Ranney Park and Red Cedar Pathways (TR-083)

DEPARTMENT: Parks and Recreation

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Brett Kaschinske, Director, 483-4042

APPLIICATION DATE June 13, 2022 AWARD DATE: July 26, 2022

GRANT CYCLE: ___2022________ Check One: ___Annual _X__One-Time

FUND AMOUNT: ___$995,000__________ (Breakdown below should total this amount)

GOODS & SERVICES	$995,000 (grant)
PERSONNEL	$0.00
CONSTRUCTION	$0.00
LAND	$0.00
OTHER (Training)	$0.00

CITY MATCH (IF APPLICABLE):

GRANT PAYS FOR: River Trail Development along the Red Cedar and through Ranney Park.

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

River Trail Pathway development along the Red Cedar and through Ranney Park. (also know as Montgomery drain)

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: August 1, 2022

GRANT NAME: River Trail Bank Stabilization – Mt Hope Cemetery (TR-108)

DEPARTMENT: Parks and Recreation

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Brett Kaschinske, Director, 483-4042

APPLIICATION DATE June 13, 2022 AWARD DATE: July 26, 2022

GRANT CYCLE: ___2022_________ Check One: ___Annual _X__One-Time

FUND AMOUNT: ___$220,000__________ (Breakdown below should total this amount)

GOODS & SERVICES	$220,000 (grant)
PERSONNEL	$0.00
CONSTRUCTION	$0.00
LAND	$0.00
OTHER (Training)	$0.00

CITY MATCH (IF APPLICABLE):

GRANT PAYS FOR: River Trail Bank Stabilization on the west side of Mt Hope Cemetery

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

Stabilization of the River Trail bank along the west side of Mt Hope Cemetery.

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: August 1, 2022

GRANT NAME: River Trail, Overband & Crack Sealing (TR-109)

DEPARTMENT: Parks and Recreation

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Brett Kaschinske, Director, 483-4042

APPLIICATION DATE June 13, 2022 AWARD DATE: July 26, 2022

GRANT CYCLE: ___2022________ Check One: ___Annual _X__One-Time

FUND AMOUNT: ___$75,000__________ (Breakdown below should total this amount)

GOODS & SERVICES	$75,000 (grant)
PERSONNEL	$0.00
CONSTRUCTION	$0.00
LAND	$0.00
OTHER (Training)	$0.00

CITY MATCH (IF APPLICABLE):

GRANT PAYS FOR: Overband & Crack Sealing for the River Trail

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

Overband & Crack Sealing for the River Trail.

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: August 1, 2022

GRANT NAME: Trail Ambassador Coordinator (TR-096)

DEPARTMENT: Parks and Recreation

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Brett Kaschinske, Director, 483-4042

APPLIICATION DATE: July 30, 2021 AWARD DATE: July 26, 2022

GRANT CYCLE: __Round 7_____ Check One: ___Annual _X__One-Time

FUND AMOUNT: ___$20,000__________ (Breakdown below should total this amount)

GOODS & SERVICES	$20,000 (grant)*
PERSONNEL	$0.00
CONSTRUCTION	$0.00
LAND	$0.00
OTHER (Training)	$0.00

CITY MATCH (IF APPLICABLE):

GRANT PAYS FOR: Trail Ambassador Coordinator for the Lansing River Trail.

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

Trail Ambassador Coordinator for the Lansing River Trail.
*FLRT match $5,000 of the $20,000 Grant

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

WHEREAS, the Parks & Recreation Department of the City of Lansing applied for $1,310,000 in trails and parks millage funding; and

WHEREAS, the Ingham County Parks and Recreation Commission held a meeting on June 13, 2022, to review the parks and millage funding applications submitted by various agencies within Ingham County; and

WHEREAS, the requested funding would be used for the following three projects:

Project	Funding Total Cost
Montgomery Drain- Ranney Park and Cedar Pathways	$995,000
River Trail Bank Stabilization – Mt Hope Cemetery	$220,000
Overband and crack sealing of Lansing River Trail	$75,000
Trail Ambassador Coordinator	$20,000
Total	$1,310,000

WHEREAS, the Ingham County Parks and Recreation Commission held a meeting on June 13, 2022, to review the parks and millage funding applications submitted by various agencies within Ingham County; and

WHEREAS, the Ingham County Parks Committee supported the City of Lansing's request for $1,310,000 in trails and parks millage funding to be used for three (3) projects within the trail system within the City of Lansing and forwarded their recommendation for approval to the Ingham County Board of Commissioners, as detailed in the Ingham County Board of Commissioners resolution 22-352; and

WHEREAS, the Ingham County Board of Commissioners approved the City of Lansing's request for $1,310,000 in trails and parks millage funding at the Board of Commissioners meeting held July 26, 2022, as detailed in the Ingham County Board of Commissioners resolution 22-352; and

WHEREAS, the total match for all four (4) projects is $0.

WHEREAS, the Parks and Recreation Department is requesting acceptance of the Ingham County trails and parks millage funding; and

WHEREAS, the City of Lansing recognizes the importance of the continued maintenance of these and other enhancements and has committed to implementing a maintenance plan/program over the design life of the facilities and has budgeted specific monies to ensure the continued maintenance of the enhancements; and

WHEREAS, the Administration and the City Council recognize the importance and need for safe recreation and non-motorized transportation facilities;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves acceptance of the Ingham County parks and trails millage funding as identified in the Ingham County Board of Commissioners resolution 22-352;

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

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE:

GRANT NAME: Adado River Front Playground (TF21-0031)

DEPARTMENT: Parks and Recreation

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Brett Kaschinske, 483-4042, brett.kaschinske@lansingmi.gov

APPLICATION DATE 04/01/2021 AWARD DATE: 12/02/2021

GRANT CYCLE: Check One: ___Annual _X__One-Time

FUND AMOUNT: $635,900.00 (Breakdown below should total this amount)

GOODS & SERVICES	$300,000.00 (grant)
PERSONNEL	$
CONSTRUCTION	$
LAND	$
OTHER (Sponsorship)	$335,900.00

CITY MATCH (IF APPLICABLE): $00.00

GRANT PAYS FOR: Construction of ADA accessible restrooms and river overlook deck at Adado River Front Park.

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

Funds will be utilized to construct an ADA accessible restroom, 8' wide concrete sidewalk, overlook deck, boardwalk, observation area, picnic tables, bike loops and art sculpture.

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE:

GRANT NAME: Corporate Research Park Path Development (TF21-0142)

DEPARTMENT: Parks and Recreation

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Brett Kaschinske, Director, 483-4042

APPLIICATION DATE 04/01/2021 AWARD DATE: 12/02/2021 (Tentative Award)

GRANT CYCLE: ___2021________ Check One: ___Annual _X__One-Time

FUND AMOUNT: ___$971,000__________ (Breakdown below should total this amount)

GOODS & SERVICES	$300,000 (grant)
PERSONNEL	$0.00
CONSTRUCTION	$0.00
LAND	$0.00
OTHER (Training)	$0.00

CITY MATCH (IF APPLICABLE): $671,000

GRANT PAYS FOR: Construction and up to 15 percent Engineering costs

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

Construction and engineering costs for a 10 foot pathway with 2 foot shoulders between Forest Road and Collins Road.

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE:

GRANT NAME: Fenner Pathway (TF21-0170)

DEPARTMENT: Parks and Recreation

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Brett Kaschinske, Director, 483-4042

APPLIICATION DATE 04/01/2021 AWARD DATE: 12/02/2021 (Tentative Award)

GRANT CYCLE: ___2021_________ Check One: ___Annual _X__One-Time

FUND AMOUNT: ___$988,600.00___________ (Breakdown below should total this amount)

GOODS & SERVICES	$300,000 (grant)
PERSONNEL	$0.00
CONSTRUCTION	$0.00
LAND	$0.00
OTHER (Training)	$0.00

CITY MATCH (IF APPLICABLE): $688,600.00

GRANT PAYS FOR: Construction and up to 15 percent Engineering costs

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

Construction and engineering costs for a 10 foot pathway with 2 foot shoulders traversing through Fenner Nature Center and Evergreen Cemetery Starting at the Mt Hope and Aurelius Intersection and terminating at the Forest Rd and Staten Rd intersection.

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE:

GRANT NAME: Frances Park Rose Garden RP21-0044

DEPARTMENT: Parks and Recreation

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Brett Kaschinske, 483-4042, brett.kaschinske@lansingmi.gov

APPLICATION DATE 04/01/2021 AWARD DATE: 12/02/2021

GRANT CYCLE: Check One: ___Annual _X__One-Time

FUND AMOUNT: $200,000.00 (Breakdown below should total this amount)

GOODS & SERVICES	$150,000.00 (grant)
PERSONNEL	$ 0.00
CONSTRUCTION	$ 0.00
LAND	$ 0.00
OTHER (Sponsorship)	$50,000.00

CITY MATCH (IF APPLICABLE): $0.00

GRANT PAYS FOR: ADA accessible upgrades to the Rose Garden at Frances Park

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

Funds will be utilized to construct an ADA accessible sidewalk, ramp to the Rose Garden and other upgrades to the Garden.

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

Authorizing Michigan Natural Resources Trust Fund (MNRTF) Grant Funding

WHEREAS, the Parks and Recreation Department applied for grant funding through Michigan Natural Resources Trust Fund (MNRTF for the grant cycle 2021); and

WHEREAS, MNRTF requires a resolution from the governing body of the applicant accepting the Project Agreements, acknowledging the requirements required within the Project Agreements; and

WHEREAS, the Parks and Recreation Director is recommending the City accept the Project Agreements for the following projects:

TF21-0031 Adado Riverfront Park Improvements	$300,000
TF21-0142 Corporate Research Park Path	$300,000
TF21-0170 Fenner Pathway	$300,000
RP21-0044 Frances Park Improvements	$150,000

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the acceptance of the Michigan Natural Resources Trust Fund for the above projects; and

BE IT FINALLY RESOLVED that the City of Lansing, Michigan, does hereby accept the terms of the Project Agreements as received from the Michigan Department of Natural Resources and that the City of Lansing Parks and Recreation Department does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the projects during the project period and to provide funding approved with Resolution #2021-052 to match the grant authorized by the Parks and Recreation Department.

2. To maintain satisfactory financial accounts, documents, and records to make them available to the Parks and Recreation Department for auditing at reasonable times in perpetuity.

3. To regulate the use of the property acquired and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.

4. To comply with any and all terms of said Project Agreements included all terms not specifically set forth in the foregoing portions of this Resolution.

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

WHEREAS, fees for services are to be approved by Lansing City Council; and

WHEREAS, administration is submitting fees for consideration and approval prior to program implementation; and

WHEREAS, the Parks and Recreation Department desires to continue a program of recreation services available to residents of Lansing; and

WHEREAS, the Parks and Recreation Department desires to offer these services at fees that recover the costs of providing these services; and

WHEREAS, the new fees proposed are to compensate the Department of Parks and Recreation and offset the costs involved in facilitating recreation programs.

NOW, THEREFORE, BE IT RESOLVED the Lansing City Council approves the fee schedule as stated below in this resolution, effective on the date of passage of this resolution for Recreation Equipment and Services:

BE IT FINALLY RESOLVED, the proposed fees are as follows:

PROPOSED FEES:

	Current Fee	**Proposed fee**
Youth Jerseys	$15	$20
Drop In climbing wall	$5/hr	$10/hr
Inflatable Bounce House - 2 hours in city	$150	$200
Inflatable Bounce House - each add hour	$50	$75
Inflatable Bounce House - 2 hours outside the city	$200	$300
Inflatable Bounce House - each add hour nr	$75	$100
Inflatable Obstacle Course - 2 hours in city	$250	$300
Inflatable Obstacle Course - each add hour	$75	$125
Inflatable Obstacle Course - 2 hours outside the city	$375	$450
Inflatable Obstacle Course - each add hour n/res	$100	$150
Inflatable Slide - 2 hours in city	$250	$300
Inflatable Slide - each add hour	$75	$125
Inflatable Slide - 2 hours outside the city	$375	$450
Inflatable Slide - each add hour n/res	$100	$150
Historic House Retreat	$10	$15
Meeting Rooms at Gier, Letts and Foster	$10/hr	$15/hr
Meeting Rooms at Gier, Letts and Foster n/Res	$15/hr	$23/hr
Meeting Rooms at Gier, Letts and Foster n/profit	$5/hr	$10/hr
Community Room at Gier, Letts and Foster	$15/hr	$20/hr
Community Room at Gier, Letts and Foster n/Res	$20/hr	$30/hr
Community Room at Gier, Letts and Foster n/profit	$10/hr	$15/hr

Gym at Gier	$35/hr	$40/hr
Gym at Gier n/Res	$40/hr	$60/hr
Gym at Gier other than athletic	$45/hr	$50/hr
Gym at Gier other than athletic n/res	$55/hr	$75/hr
Half Gym at Gier	$20/hr	$25/hr
Half Game at Gier n/Res	$25/hr	$38/hr
Gym at Foster	$15/hr	$20/hr
Gym at Foster n/Res	$20/hr	$30/hr
Gym at Foster other than athletic	$25/hr	$30/hr
Gym at Foster other than athletic n/res	$25/hr	$45/hr
Gym at Letts	$25/hr	$30/hr
Gym at Letts n/res	$30/hr	$45/hr
Gym at Letts other than athletic	$35/hr	$40/hr
Gym at Letts other than athletic n/res	$45/hr	$60/hr

Public Service Department Sole Source Purchase Supplemental Information

Professional Pump Inc.

This vendor was the low bidder on another pump project at the plant, so we had them take the chopper pump back to their shop to perform what was believed to be a simple, inexpensive repair. Once the pump was disassembled, they found the pump needed to be completely rebuilt. As opposed to paying them to reassemble the pump and then obtain quotes for a pump rebuild, we chose to have Professional Pump rebuild the pump, based on their previous low bid for work and the good service they provided. This most closely falls under 206.05(c)(4) for situations where the source is unique or special in nature

Matoon and Lee

The Wastewater Treatment plan has multiple mixers at the plant and has standardized on the Lightnin mixer, to allow interoperability and standardization of the parts and operation. Matoon and Lee is the sole distributor of the Lightnin mixer in the area. This purchase would fall under 206.05(c)(6) for situations where there is a single distributor in a territory. The mixer was chosen for standardization, which falls under 206.05(c)(7)

Bossman Construction

Bossman Construction is Consumers Energy’s concrete contractor for their current vintage gas main replacement project. While Consumers was performing similar work last year, we identified sidewalk segments outside of Consumers’ work area that could have been addressed at the same time. To maximize efficiency, minimize cost and reduce disruption to property owners during this years’ work, the City is using Bossman Construction for additional non-Consumers related sidewalk work in the natural gas line replacement project area. Since Bossman Construction is the only concrete contractor doing extensive sidewalk work in the area during the duration of the Consumers Energy project, this falls under 206.05(c)(4), where the source is unique.

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: July 27, 2022

SUBJECT: Sole Source Purchase – Bossman Construction LLC

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: Bossman Construction LLC
Item Purchased: For Sidewalk Construction in conjunction with the Consumers Energy Project in Lansing Area.

Dollar Amount: Not to exceed $25,000 (FY22 account 410.933690.974200.13026)

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

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

PURCHASE ORDER	
P.O. NUMBER	P087912
DATE	05/20/22
VENDOR I.D.	V050548
DELIVERY DATE	
FOB	
REQUISITION NO	PR016800

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

TO:
BOSSMAN CONSTRUCTION CO LLC
6327 W COLDWATER RD
FLUSHING, MI 48433

PHONE# FAX#

Page 1 of 1

DELIVER ITEMS TO:

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

SEND INVOICE TO:

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

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	CONSUMERS GRID SW ADDITIONS	25,000	LS	1.00	25,000.00
				TAX	0.00
				TOTAL	25,000.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

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

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: **May 2, 2022**

SUBJECT: Sole Source – Bossman Construction Co. LLC

The Public Service Department Engineering Division requests that Bossman Construction Co. LLC be designated as a Sole Source vendor for the procurement of some concrete work in conjunction with Consumers Energy gas main replacement project around the City.

Please see the attached letter from Ann Parry regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Bossman Construction Co. LLC in the amount of $ 25,000.00 with the ability to add more if needed in FY22 and FY23 on account number 410.933690.974200.13026 - Sidewalk per the request of the Public Service Department Engineering Division.

Attachment

Date: 5-3-22

Approved X Denied ______

____

Andy Schor, Mayor

LANSING MICHIGAN
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

WORKING TOWARD A CLEANER GREENER LANSING

To: Stephanie Robinson, Purchasing

From: Ann Parry, Project Engineer Ann M. Parry

Date: April 19, 2022

Subject: Professional Sole Source Approval
Sidewalk Additions to Consumers Grid project

The Public Service Department requests using Bossman Construction Co. LLC, for some sidewalk work as a sole source. Consumers Energy is in the process of replacing older gas mains in the city and as part of the project, remove and replace portions of sidewalk. We have found that in a few cases, if we were to add a few more squares of sidewalk to the removals by Consumers, we would be able to fix some existing problems. We are able to add work to the contractor and have them bill the city directly.

The unit price for the sidewalk work is $9.25 per square foot for 4 inch thick walk and $10.85 for 6 inch, which we find to be reasonable in today's market. The unit price for grass restoration is $1.75 per square foot, which is a reasonable price for that type of work.

We request approval to hire Bossman Construction, on a sole source basis, to install concrete in locations of our choosing adjacent to areas already being replaced by gas main/service work.

The initial amount requested is $25,000, with the ability to add more if needed in FY 22 and 23. Funds are available in account #410.933690.974200.13026 Sidewalk.

Approved Andy Kilpatrick 4/26/22
Andy Kilpatrick, Public Service Director Date

Bossman Construction

Proposal

Date: 4/26/2022
To: Ann Parry
Re: City of Lansing sidewalk repairs

Ann,

We are pleased to offer our services to the City of Lansing. Please see below pricing as requested.

4" Sidewalk replacement- \$9.25/sqft - \$231.25 minimum charge

- Removal of requested slabs and disposal
- Installation of new 400psi concrete, finished in place

6" Concrete replacement (approach) \$10.85/sqft- \$271.25 minimum charge

- Removal of requested slabs and disposal
- Installation of new 400psi concrete, finished in place

Lawn restoration- \$1.75/sqft- \$60.00 minimum charge

- Backfill affected areas with topsoil
- Spread quality grass seed

6327 W Coldwater
Flushing, MI 48433

810-867-4935 O
810-397-4443 C
313-202-[illegible] F

ACORD

ALLPR-1

OP ID: AY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 810-720-8244 Blackmore-Rowe Insurance P. O. Box 320407 G-6235 Corunna Road, Suite H Flint, MI 48532 James N. Youngston	CONTACT NAME: James N. Youngston PHONE (A/C, No, Ext): 810-720-8244 FAX (A/C, No): 810-720-8238 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : FREMONT MUTUAL INSURANCE — 13994
INSURED All Prop, LLC & Bossman Const Co LLC 6327 W Coldwater Rd Flushing, MI 48433	INSURER B : Accident Fund of Michigan — 10166
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		CPP0075707	02/17/2022	02/17/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CAP0026291	02/17/2022	02/17/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		100008861	02/17/2022	02/17/2023	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
CITYOFL City of Lansing 124 W. Michigan Ave Lansing, MI 48933	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James N. Youngston *James Youngston*

ACORD 25 (2016/03)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Bossman Construction Co LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6327 W Coldwater Rd

Requester's name and address (optional)

6 City, state, and ZIP code

Flushing MI 48433

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

□□□ – □□ – □□□□

or

Employer identification number

4 6 – 1 3 5 8 2 0 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶** 02/18/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

New Vendor Number Request

W-9 Form must be signed and attached.

NOTE: Incomplete forms will be returned to requestor.

Vendor Information			**Date:** 04/25/2022		
Full Name Bossman Construction Co LLC			DBA Name (Doing Business Under Assumed Name)		
Corporate Address 6327 W Coldwater Rd			Mailing Address 6327 W Coldwater Rd		
City Flushing	State MI	Zip 48433	City-2 Flushing	State-2 MI	Zip-2 48433
Tax Identification Number (TIN) 46-1358208			Social Security Number (If no TIN)		

Corporation	☑	Partnership	☐	Individual/Sole Proprietorship	☐	Other (i.e. Government)	☐

Corporate Office Phone Number 810-867-4935	Accounts Payable Phone Number 810-867-4935 ext 101	AP Contact Name Suzanne Conrad
Accounts Payable Email Address suzanne@gobossman.com	Corporate Email Address matt@gobossman.com	Website Address gobossman.com

Is Vendor exempt from Backup Withholding?	Yes	☐	No	☑	Note: Inquire with Vendor

Vendor Number and Purchase Order Information

Permanent Number	☐	**City Employee Number**	☐	
Provides a Service	☑	**Provides Goods**	☐	Check both if Vendor Provides Goods & Services
Purchase Order	☐	**Accounts Payable, No Purchase Order***	☐	

*Accounts Payable are for checks that are direct pay, refunds, reimbursement and employee reimbursements

Minority and Female Owned Business (at least 51% ownership)

Minority Owned Business

Is Vendor a 51% Minority Owned Business?	**Yes**	☐	**No**	☑

Please check each that applies

African-American	☐	**Native-American (American Indian, Eskimo, Aleut, Native Hawaiian)**	☐
Hispanic-American	☐	**Asian-Indian (India, Pakistan, Bangladesh)**	☐
Asian-Pacific	☐		
Disabled-Owned	☐		

Female Owned, Operated and Controlled

Female Owned	☐

Requestor Information

W-9 Form Requested and Attached?	**Yes**	☑	**No**	☐

Reason why W9 not requested or attached

Name of Requester	Ann Mowry Parry, P.E.
Department	Public Service Dept - Engineering Division I&E Group

City of Lansing

Revised Feb. 26, 2020

Public Service Department Sole Source Purchase Supplemental Information

Professional Pump Inc.

This vendor was the low bidder on another pump project at the plant, so we had them take the chopper pump back to their shop to perform what was believed to be a simple, inexpensive repair. Once the pump was disassembled, they found the pump needed to be completely rebuilt. As opposed to paying them to reassemble the pump and then obtain quotes for a pump rebuild, we chose to have Professional Pump rebuild the pump, based on their previous low bid for work and the good service they provided. This most closely falls under 206.05(c)(4) for situations where the source is unique or special in nature

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CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: July 27, 2022

SUBJECT: Sole Source Purchase – Matoon & Lee Equipment - SPX

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 Division
Vendor: Matoon & Lee Equipment (SPX)
Item Purchased: New Drive for Lightnin Mixer in the Dewatering Building
Dollar Amount: Not to exceed $103,074 (FY22 account 590.933610.970000.52125)

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

CITY OF LANSING

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

PURCHASE ORDER	
P.O. NUMBER	P087920
DATE	05/23/22
VENDOR I.D.	V000909
DELIVERY DATE	
FOB	Destination
REQUISITION NO	PR016806

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

TO:
SPX FLOW INC
135 MT READ BLVD
ROCHESTER, NY 14611

PHONE# FAX#

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	NEW DRIVE FOR THE LIGHTNIN MIXER - SPECIAL: 780Q50CMX DRIVE ASSEMBLY PER QUOTE 209581500	103,074	EA	1.00	103,074.00
				TAX	0.00
				TOTAL	103,074.00

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.

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: **April 13, 2022**

SUBJECT: Sole Source – Matoon & Lee Equipment

The Public Service Department Wastewater Division requests that Matoon & Lee Equipment be designated as a Sole Source vendor for a New Drive for the Lightnin Mixer in the Dewatering Building.

Please see the attached letter from Bill Brunner, Rory Moss and Andrew Kilpatrick regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Matoon & Lee Equipment, in the amount of $ 103,074.00 from account 590-933610-970000-52125 per the request of the Public Service Department WWTP.

Attachment

Date: 4-18-22

Approved X Denied ______

Andy Schor, Mayor

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/

CLEANER GREENER LANSING

TO: Stephanie Robinson, Senior Buyer

FROM: William H. Brunner, P.E., Plant Engineer

DATE: April 7, 2022

SUBJECT: Request for Sole-Source Purchase:
Matoon and Lee Equipment: New Drive for the Lightnin Mixer

This request is to procure a new drive for the Lightnin mixer from Matoon and Lee Equipment, Inc. (Matoon) for $103,074.00. Attached to this document are Matoon's quotation and a letter from SPXFlow stating that Matoon is its exclusive manufacturer's sales representative in Michigan.

The lime mixer in the Dewatering Building produces the lime solution used to disinfect biosolids before it is stored for use in fertilizing agricultural fields. The current drive shows significant wear. Our plan is to replace this drive, and get the current one repaired for use in other Lightnin Mixers in the building.

Funds will be drawn from the following account:

$103,074.00	590-933610-970000-52125	Lime Mixer

Please contact me at -4018 if you have any questions regarding this procurement request.

Approved: Rory K. Moss
R. Keith Moss, Wastewater Superintendent

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

SPXFLOW

>Lightnin·
>Plenty·

Mattoon & Lee Equipment, Inc
23943 Industrial Park Drive
Farmington | Michigan | 48335 | United States
Phone: 1-248-478-4070 | Fax: 1-248-478-4074 |

Attention:
LANSING CITY FINANCE
124 W Michigan Ave # 8
LANSING, Michigan 48933-1665 United States
Phone: 517-483-4500

Date: 3/4/2022

Project Name: City of Lansing
Rep Reference Number: 44E

Quote Number: 209581500

Parts for Model Number(s): 780Q50
Reference Serial Number(s): 2006, C0662979101
Reference Order Number(s): 490883

Proposal Summary

Primary Solution

Item	Size/Description/Scope of Supply	Price	Qty.	Sub Total
1	Special: 780Q50CMX Drive Assembly. 39.073:1 ratio gearbox per R600889800 Machine Assembly per A78489801 Nameplate per 809009PSP. Drive assembly per R600889801 except re-use existing outboard support. Customer to re-use existing pedestal, motor, in tank shaft and impeller. Duplicate of Quote Number: 160139999 SAP Order Number 2988300 Item No.: 999	$103,074.00	1	$103,074.00
			Total (US Dollars)	$103,074.00

Note: Minimum value of an order must be $200. Add additional items or the difference will be added.

Commercial Terms / Terms of Delivery

Note: In the absence of any specifications, we reserve the right to review any additional requirements and amend our offer accordingly

Commercial Terms

Unless otherwise expressly agreed to in writing by SPX FLOW, this quote and any resulting order shall be governed solely and exclusively by the SPX FLOW Standard Terms and Conditions of Sale attached hereto (and also available at ')http://www.spxflow.com/terms-conditions'). SPX FLOW hereby expressly rejects the applicability of any and all terms and conditions of Buyer.

Available to Ship In:	26 Weeks after receipt of order
Delivery Terms*:	FOB Origin
Freight Terms:	Freight Collect
Terms of Payment:	30 Days from Invoice Date
Quote Expiration Date:	4/1/2022

Estimated lead times quoted are based on current production capacity, are subject to stock materials remaining unsold and will be calculated from receipt of clear and actionable order (approval time -if any - is excluded)

Tariffs

The quoted price has been based on the cost of materials and components (**"Materials"**) at the date of this proposal. If, due to the imposition of any tariffs (regardless of the country imposing said tariffs), the cost to SPX FLOW of performing its obligations under any Order arising from this proposal increases between the date of this proposal and the date of Order, the quoted price shall be increased.

Such increase shall be determined by SPX FLOW taking into account the applicable tariff imposed on Material(s) as at the date of the Order.

Supply Chain and Operational Disruptions

Due to prevailing market conditions, it is difficult for SPX FLOW and its sub-suppliers to ascertain cost and delivery time with certainty. As such, all prices and dates for execution/delivery are quoted by SPX FLOW based on the costs and availability of materials and labor at the date of quotation. If the actual cost to SPX FLOW of executing the order increases by more than 5% between the date of the quotation and the date of completion of the order, such increase shall be added to the price of the order. SPX FLOW may also demonstrate such increase by applying a price index chosen by SPX FLOW in good faith and applied to all or part of the price. Further, SPX FLOW shall not be responsible for any delays beyond its reasonable control due to a shortage/lack of availability of materials (including increased lead times by its sub-suppliers), staff shortages or transportation disruptions.

Order Placement

Please Address Purchase Order To:
SPX Flow US, LLC
135 Mt Read Blvd
Rochester, NY 14611
Thank You,
Michael Heath

These Terms and Conditions of Sale ("Terms") shall govern all quotations, orders and contracts for the sale of goods and services of SPX FLOW to Buyer. These Terms supersede and exclude any prior written or oral agreement, understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Buyer's request for quote, purchase order, invoice, order acknowledgement, contract or other similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement, signed by an authorized representative of SPX FLOW and Buyer. SPX FLOW's acknowledgement of Buyer's order shall not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described.

1. **DEFINITIONS:** "SPX FLOW" means the SPX FLOW, Inc. entity named in the order which is providing the goods and/or services. "Buyer" means the company who accepted SPX FLOW's offer or is named in the order.

2. **PRICES:** Unless otherwise mutually agreed to in writing, prices are net, Free Carrier (INCOTERM 2010) SPX FLOW facility. Stenographic, clerical and mathematical errors are subject to correction. Prices are exclusive of expenses related to special packaging or procedures to cover unique circumstances of shipment or storage unless specifically noted. Until acceptance of order on these Terms, quoted prices are subject to change.

3. **DELIVERY AND PERFORMANCE:** Unless otherwise specifically agreed in writing by the parties, all goods shall be delivered Free Carrier (INCOTERM 2010) SPX FLOW facility. Title shall pass to the Buyer upon delivery, or upon payment in full, whatever is later, provided that the only rights that SPX FLOW retains in relation to title are those enabling recovery of the goods in the event of Buyer's default on payment. Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change, and SPX FLOW shall use commercially reasonable efforts to meet such dates; provided, however, that SPX FLOW shall not be liable in damages or otherwise, nor shall Buyer be relieved of its performance hereunder, because of SPX FLOW's failure to meet them. If liquidated damages or a penalty have been agreed for delay, such liquidated damages or penalty shall only become due if the delay is solely due to the fault of SPX FLOW, the Buyer suffers damage due to this delay, and the Buyer has notified SPX FLOW in writing after the expiry of the time during which delivery could have been reasonably expected. Unless specifically agreed otherwise, it shall be calculated based on the value of the delayed part of the delivery, and the aggregate liability of SPX FLOW for all liquidated damages/penalties shall be limited to 5% of the total order value. Such liquidated damages/penalty shall be the Buyer's sole remedy and SPX FLOW's sole liability in case of delay. For the avoidance of doubt, if the order is subject to the laws of the Netherlands, "liquidated damages" or "penalty" shall mean a contractual penalty which is meant to be a compensation for damages. Additionally, SPX FLOW shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers; labor difficulties, shortages, strikes or stoppages of any sort; difficulty in obtaining materials; Buyer requested order changes; fires, floods, storms, accidents, or acts of God; any statute, sanction, injunction or other governmental restraint or prohibition or political unrest; or other causes beyond SPX FLOW's reasonable control. In the event of any such delay, the date of delivery shall be extended for a length of time at least equal to the period of the delay. All goods for which SPX FLOW does not receive notice of rejection for within seven (7) days after receipt, will be deemed accepted.

4. **SHORTAGE, DAMAGE, ERRORS IN SHIPMENT:** SPX FLOW's responsibility ceases upon making the goods available for pickup at SPX FLOW's facility. Buyer shall note receipt for goods that are not in accordance with bill of lading or express receipt and Buyer shall make claim against such carrier for any shortage, damage or discrepancy in the shipment promptly. Partial and transshipments are allowed.

5. **TAXES:** The quotation and order price excludes all assessments, taxes, levies and charges of whatsoever nature present or future, due or becoming due. This exemption shall include but not be limited to value added tax, income tax, withholding tax, profits tax, turnover tax, goods and services tax and any other consumption or environmental taxes applicable, tax payable on the income of expatriate employees, port dues, import and custom duties on the components and services and all export duties payable on the repatriation of any SPX FLOW components at the end of an order, where applicable. On the basis that an order is tax exclusive SPX FLOW reserve the right to invoice by way of an addition to such order price, such taxes as may be applicable under the relevant jurisdiction's tax regulations, together with SPX FLOW's external costs of dealing with these taxes.

6. **CREDIT AND PAYMENT:** Unless otherwise agreed in writing by SPX FLOW, payment of goods shall be net thirty (30) days, in the currency of the country of SPX FLOW. For orders in excess of two hundred and fifty thousand dollars ($250,000 USD) or the local equivalent payment terms shall be as follows: (a) twenty percent (20%) down payment, (b) forty percent (40%) upon SPX FLOW's purchase of raw materials/components, and (c) forty percent (40%) at the time of delivery. Down payment shall be due within five (5) of SPX FLOW's acceptance of the order, with the remaining two payments being net thirty (30) days. Prorated payments shall become due with partial shipments, and Buyer shall not be entitled to any retention or holdback; provided, however, if SPX FLOW agrees in writing to a retention or holdback, SPX FLOW may provide such retention or holdback in the form of a bond, letter of credit or bank guarantee in no event to extend more than thirty (30) days beyond expiry of the warranty period. SPX FLOW retains all remedies for Buyer's insolvency including, but not limited to, the right to stop delivery, reclaim any goods delivered, or withhold delivery except for cash. Failure to pay invoices at maturity date, at SPX FLOW's election, makes all subsequent invoices immediately due and payable and SPX FLOW may withhold all subsequent deliveries until the full account is settled and SPX FLOW shall not, in such event, be liable for non-performance of contract in whole or in part. Buyer agrees to pay, without formal notice, one and one-half percent (1.5%) per month of the amount not paid when due, or, if such rate is in excess of applicable governing law, Buyer agrees to pay the maximum permitted rate. No deduction, whether by way of set-off, counterclaim or otherwise, shall be made by Buyer. If prerequisites for any payment (such as delivery, completion or formal acceptance) cannot be satisfied due to Buyer's breach, such payment shall nevertheless become due and payable at the time agreed to and SPX FLOW's further right to seek damages shall remain unaffected.

7. **CANCELLATIONS AND CHANGES:** All orders are binding upon acceptance. In the event that SPX FLOW, in its sole discretion, agrees to cancellation of an order by Buyer, Buyer shall be liable for a cancellation charge equal to the greater of (i) twenty-five percent (25%) of the purchase price and (ii) any loss or cost incurred by SPX FLOW, including, but not limited to, cost of materials, labor, engineering, reconditioning and a reasonable profit margin. Buyer is responsible for all reasonable storage, insurance, and all other expenses incurred by SPX FLOW as a result of Buyer's cancellations and/or changes. No changes to the specification or the order are accepted without the prior written consent of both parties. In the event Buyer requests a change, SPX FLOW will provide a quotation to Buyer within a reasonable time of no less than ten (10) working days detailing the corresponding change in delivery, price, materials, and similar. SPX FLOW shall not be obligated to implement the requested change until the quotation is agreed by the parties.

8. **LIMITED WARRANTY:** Unless otherwise mutually agreed to in writing, (a) SPX FLOW goods, auxiliaries and parts thereof are warranted to the Buyer against defective workmanship and material for a period of twelve (12) months from date of installation or eighteen (18) months from date of delivery, whichever expires first, and (b) SPX FLOW services are warranted to Buyer to have been performed in a workmanlike manner for a period of ninety (90) days from the date of performance. If the goods or services do not conform to the warranty stated above, then as Buyer's sole remedy, SPX FLOW shall, at SPX FLOW's option, either repair or replace the defective goods or re-perform defective services. If Buyer makes a warranty claim to SPX FLOW and no actual defect is subsequently found, Buyer shall reimburse SPX FLOW for all reasonable costs which SPX FLOW incurs in connection with the alleged defect. Third party goods furnished by SPX FLOW will be repaired or replaced as Buyer's sole remedy, but only to the extent provided in and honored by the original manufacturer's warranty. Unless otherwise agreed to in writing, SPX FLOW shall not be liable for breach of warranty or otherwise in any manner whatsoever for: (i) normal wear and tear; (ii) corrosion, abrasion or erosion; (iii) any good or services which, following delivery or performance by SPX FLOW, has been subjected to accident, abuse, misapplication, improper repair, alteration (including modifications or repairs by Buyer, the end customer or third parties other than SPX FLOW), improper installation or maintenance, neglect, or excessive operating conditions; (iv) defects resulting from Buyer's specifications or designs or those of Buyer's contractors or subcontractors other than SPX FLOW; or (v) defects resulting from the manufacture, distribution, promotion or sale of Buyer's products; (vi) damage resulting from the combination, operation or use with equipment, products, hardware, software, firmware, systems or data not provided by SPX FLOW, if such damage or harm would have been avoided in the absence of such combination, operation or use; or (vii) Buyer's use of the goods in any manner inconsistent with SPX FLOW's written materials regarding the use of such product. In addition, the foregoing warranty shall not include any labor, dismantling, re-installation, transportation or access costs, or other expense associated with the repair or replacement of SPX FLOW goods. THE WARRANTIES CONTAINED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES AVAILABLE TO BUYER AND SPX FLOW HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY PERFORMANCE OR PROCESS OUTCOME DESIRED BY THE BUYER AND NOT SPECIFICALLY AGREED TO BY SPX FLOW. THE FOREGOING REPAIR, REPLACEMENT AND REPERFORMANCE OBLIGATIONS STATE SPX FLOW'S ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE SALE AND FURNISHING OF SERVICES, GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATIONS.

9. **INTELLECTUAL PROPERTY:** In the event of a successful infringement claim by a third party, at SPX FLOW's option, SPX FLOW shall either (i) modify the goods sold hereunder so that they perform comparable functions without infringement, (ii) obtain a royalty-free license for Buyer to continue using the infringing goods or (iii) refund to Buyer the then-depreciated fair market value of the infringing component. SPX FLOW shall have no obligation under this Article to the extent a claim is based upon (a) the combination, operation or use of the goods with equipment, products, hardware, software, systems or data that was not provided by SPX FLOW, if such

infringement would have been avoided in the absence of such combination, operation or use, or (b) Buyer's use of the product in any manner inconsistent with SPX FLOW's written materials regarding the use of such product or (c) infringement resulting from Buyer's specifications or designs or those of Buyer's contractors or subcontractors other than SPX FLOW. This Section states SPX FLOW's entire liability and Buyer's exclusive remedy with respect to any actual or alleged infringement arising from the use of the goods or services sold hereunder or any part thereof and is subject to the other limitations contained in these Terms.

10. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN: (A) IN NO EVENT SHALL SPX FLOW BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (COLLECTIVELY DEFINED AS "CONSEQUENTIAL DAMAGES"), WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION, THIRD PARTY CHARGES AND COSTS, LOST PROFITS (WHETHER DIRECT OR INDIRECT), PRODUCT, PRODUCTION, BUSINESS OR BUSINESS OPPORTUNITY, REGARDLESS OF THE CAUSE, INCLUDING WITHOUT LIMITATION, THE NEGLIGENT ACTS OR OMISSIONS, BREACH OF CONTRACT, WARRANTY (EXPRESS OR IMPLIED) OR DUTY (STATUTORY OR OTHERWISE) OR STRICT LIABILITY OF SPX FLOW GROUP OR ANY OTHER THEORY OF LEGAL LIABILITY; AND (B) SPX FLOW'S AGGREGATE LIABILITY ARISING FROM OR IN CONNECTION WITH ALL ORDERS AND CONTRACTS FOR GOODS AND SERVICES UNDER THESE TERMS SHALL (SAVE FOR LIABILITIES WHICH CANNOT BE LIMITED BY APPLICATION OF LAW) NOT EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT BY BUYER MUST BE COMMENCED WITHIN 30 DAYS OF THE EXPIRY OF THE WARRANTY PERIOD. BUYER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL AGREEMENTS MADE WITH THIRD PARTIES THAT ARE OUTSIDE THE SCOPE OF THESE TERMS AND WHICH ARE CONTRARY TO THE LIMITATIONS OF LIABILITY AND/OR WARRANTY INCLUDED HEREIN.

11. GOODS FOR EXPORT: Buyer acknowledges that the goods may be subject to export restrictions, and that Buyer will comply with all such applicable laws and regulations. If the goods are intended for export, Buyer shall designate country of destination on its order. In the event that Buyer purchases goods for export without so notifying SPX FLOW, SPX FLOW reserves the right to cancel the order at no penalty or liability for breach in the event that SPX FLOW objects to the ultimate destination of the goods. Buyer will have sole liability and shall defend, indemnify and release SPX FLOW for any loss or damage (including without limitation, claims of governmental authorities) arising from the export or import of such goods, including, without limitation, those related to packaging, labeling, marking, warranty, contents, use, or documentation of the goods. Buyer has sole responsibility for obtaining any required export licenses. Buyer will not take, and will not solicit SPX FLOW to take, any action which would violate any anti-boycott or any export or import statutes or regulations applicable to the order, of any governmental authorities, and shall defend, indemnify, and reimburse SPX FLOW for any loss or damage arising out of or related to such actions. To the extent SPX FLOW is required to obtain an export license for any goods: (1) SPX FLOW obligation to fulfill an order with goods requiring such a license will be directly subject to the granting of the license; (2) SPX FLOW will use commercially reasonable effort to obtain such license; (3) Buyer shall make available all necessary information and documentation required for SPX FLOW to obtain such license; and (4) Buyer shall reimburse SPX FLOW for its reasonable expenses incurred in connection with obtaining such license.

12. PROPRIETARY INFORMATION: SPX FLOW shall retain title to all engineering and production prints, drawings, technical data, and other intellectual property, information and documents that relate to the goods or services sold to Buyer. All such information and documents disclosed or delivered by SPX FLOW to Buyer: (i) are to be deemed proprietary to SPX FLOW; (ii) shall not be disclosed to any third party for any reason without the express prior written consent of SPX FLOW; and (iii) shall be used by Buyer solely for the purpose of inspection, installation, use and maintenance of the goods and services sold to Buyer under these Terms.

13. APPLICABLE LAW; VENUE; DISPUTE RESOLUTION: For sales of goods sold or to be delivered or services to be performed within the United States: The rights and duties of the parties hereunder shall be governed by the laws of the State of North Carolina, United States of America, excluding its conflicts law and choice of laws principles. Any action or proceeding with respect to any dispute or controversy involving or arising out of this order, at SPX FLOW's sole discretion, (i) shall be brought in any State court in Mecklenburg County, North Carolina or the Federal courts of the Western District of North Carolina, United States of America, and Buyer and SPX FLOW submit to and accept generally and unconditionally the jurisdiction of those courts with respect to such party's person and property, or (ii) shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Rules, which award shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction. Buyer and SPX FLOW hereby irrevocably waive any objection to the laying of venue of any action or proceeding in the above-described courts. For sales of goods sold or to be delivered or services to be performed outside of the United States: The rights and duties of the parties hereunder shall be governed by and construed in accordance with the law of the jurisdiction of the SPX FLOW entity providing the goods or services for this order. The United Nations Convention on Contracts for the International Sale of Goods and the conflict rules of international private law shall not apply. Any action or proceeding with respect to any dispute or controversy involving or arising out of this order, at SPX FLOW's sole discretion, (i) shall be brought in any competent court of the jurisdiction in which the SPX FLOW entity providing the goods or services is located, or (ii) shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules, with English serving as the language of the arbitration proceeding and award. Notwithstanding any other limitations contained in these Terms, SPX FLOW reserves the right to initiate proceedings in any court of competent jurisdiction, and Buyer shall indemnify SPX FLOW for all costs, fees and expenses (including reasonable attorneys' fees) SPX FLOW incurs in connection with enforcing its rights pursuant to this order.

14. RESALE: Buyer further agrees that upon resale of the goods, it will include in the contract for resale provisions which limit recoveries against SPX FLOW in accordance with these Terms. If Buyer fails to include such provisions in any such contract for resale, (a) SPX FLOW may reject Buyer's order related to such contract for resale, and (b) Buyer shall indemnify, defend and hold harmless SPX FLOW against any claim, liability, loss, cost, damage, or expense (including reasonable attorneys' fees) arising out of or resulting from such failure.

15. BUYER CAUSED DELAYS; WAIVER OF RIGHTS: If Buyer fails to perform any of its obligations under an order, SPX FLOW shall be entitled to suspend its performance under the order until such time as Buyer performs such obligations, and any dates for the delivery of goods or performance of services shall be extended for an amount of time determined in SPX FLOW's discretion.

Delays caused by Buyer which prevent SPX FLOW from achieving the original order performance requirements includes but is not limited to: (a) the construction of buildings, structures or other parts of the site within which SPX FLOW's goods are to be located; (b) changes in scope of an order introduced by Buyer; (c) completion of approvals, consents or delivery of critical information by Buyer beyond the periods provided in an order; (d) any specified site facilities and working conditions not being maintained by Buyer; (e) failure of Buyer to arrange carriage of the goods under an order, where Buyer has such obligation, or any other inability or refusal of Buyer to accept delivery in accordance with order delivery dates; (f) delays in obtaining customs clearance (where applicable) of the order deliveries; and (g) delay by Buyer in providing any required security to SPX FLOW in the form of a letter of credit, bank guarantee or otherwise. In the event of such Buyer delays, SPX FLOW shall in addition to an extension of remaining milestones, be entitled to an increase in the total order price to reflect the increase in cost to SPX FLOW directly caused by Buyer delays. Additionally, SPX FLOW shall be entitled to submit invoices for any order milestone for which completion has been frustrated due to Buyer delays. Such invoices shall be paid within 30 days of the date of SPX FLOW's invoice.

Any engineering, technical or other submittal drawings submitted by SPX FLOW to Buyer which are not expressly rejected in writing within ten (10) business days of Buyer's receipt, will be deemed accepted by Buyer. Buyer's right to conduct any agreed upon pre-shipment inspections (i) which Buyer does not schedule within ten (10) business days of receipt of notice of readiness to inspect from SPX FLOW or (ii) which Buyer delays for more than ten (10) business days from the date originally scheduled, will be waived, so long as SPX FLOW certifies in writing that the goods successfully passed SPX FLOW's standard pre-shipment inspection. Where Buyer delays taking shipment of any goods or otherwise fails to engage or otherwise dispatch a freight forwarder or transit company within ten (10) business days of notification that the goods are ready to ship, SPX FLOW shall be entitled to change the delivery term to Ex Works (INCOTERM 2010) SPX FLOW facility.

16. NO OTHER CONTRACT PROVISIONS; OTHER: No dealer, broker, branch manager, agent, employee or representative of SPX FLOW has any power or authority except to take orders for SPX FLOW goods or services and to submit the same to SPX FLOW for SPX FLOW's approval and acceptance on the terms herein or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than contained herein. For the avoidance of doubt and not in limitation of the foregoing, SPX FLOW shall not be bound by the terms of any contract between Buyer and any third party or other flow down provisions, regardless of whether Buyer notifies SPX FLOW of such terms unless SPX FLOW expressly agrees to be bound by such terms in writing by an authorized representative of SPX FLOW. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect.

SPX FLOW reserves the right to transfer or assign its obligations, rights and responsibilities hereunder, so long as such successor or assign agrees to these Terms. Any assignment of Buyer's rights hereunder without SPX FLOW's consent (which shall not be unreasonably withheld) shall be void. SPX FLOW's failure to require Buyer's performance of any of these Terms shall not serve as a waiver of or diminish SPX FLOW's rights to require strict performance of these Terms.

City of Lansing
124 W. Michigan Ave
Lansing, MI 48933

SPX Flow Contact: Michael Barrett

2022-03-30

To Whom it may concern,

This memo is to confirm that Mattoon & Lee Equipment is the exclusive Manufacturer's Sales Representative for SPX Flow Technology including mixer brands such as LIGHTNIN and Philadelphia Mixing Solutions. Mattoon & Lee Equipment has exclusive access to these brands in the state of Michigan which would also include the City of Lansing.

Yours sincerely,

Michael Barrett

Michael Barrett
Aftermarket Sales Manager
SPX Flow - Lightnin and PMSL

SPX FLOW

SPX FLOW, Inc.
1714 Hobbs Drive
Delavan, WI 53115 USA
Tel: 1-262-728-1900
Web: www.spxflow.com

Public Service Department Sole Source Purchase Supplemental Information

Professional Pump Inc.

This vendor was the low bidder on another pump project at the plant, so we had them take the chopper pump back to their shop to perform what was believed to be a simple, inexpensive repair. Once the pump was disassembled, they found the pump needed to be completely rebuilt. As opposed to paying them to reassemble the pump and then obtain quotes for a pump rebuild, we chose to have Professional Pump rebuild the pump, based on their previous low bid for work and the good service they provided. This most closely falls under 206.05(c)(4) for situations where the source is unique or special in nature

Matoon and Lee

The Wastewater Treatment plan has multiple mixers at the plant and has standardized on the Lightnin mixer, to allow interoperability and standardization of the parts and operation. Matoon and Lee is the sole distributor of the Lightnin mixer in the area. This purchase would fall under 206.05(c)(6) for situations where there is a single distributor in a territory. The mixer was chosen for standardization, which falls under 206.05(c)(7)

Bossman Construction

Bossman Construction is Consumers Energy’s concrete contractor for their current vintage gas main replacement project. While Consumers was performing similar work last year, we identified sidewalk segments outside of Consumers’ work area that could have been addressed at the same time. To maximize efficiency, minimize cost and reduce disruption to property owners during this years’ work, the City is using Bossman Construction for additional non-Consumers related sidewalk work in the natural gas line replacement project area. Since Bossman Construction is the only concrete contractor doing extensive sidewalk work in the area during the duration of the Consumers Energy project, this falls under 206.05(c)(4), where the source is unique.

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: August 1, 2022

SUBJECT: Sole Source Purchase – Professional Pump

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

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

Department: City of Lansing WWTP

Vendor: Professional Pump

Item Purchased: Rebuilding of Chopper Pump for the Scum Building #5

Dollar Amount: $ 16,331.00 from 590.453670.746200.0

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

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

PURCHASE ORDER	
P.O. NUMBER	P088084
DATE	07/29/22
VENDOR I.D.	V028776
DELIVERY DATE	
FOB	
REQUISITION NO	PR017007

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

TO: PROFESSIONAL PUMP INC
41300 COCA COLA DR
BELLEVILLE, MI 48111

PHONE# (734) 394-7878 FAX#

Page 1 of 1

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	REPAIR OF A VAUGHAN PUMP MODEL S4KR1-460V-086-2, SERIAL NUMBER 96811B PER QUOTE CH-052002-4. LOCATION SCUM BUILDING #5.	16,331	EA	1.00	16,331.00
				TAX	0.00
				TOTAL	16,331.00

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.

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: **July 26, 2022**

SUBJECT: Sole Source – Professional Pump Inc

The Public Services Department – WWTP Division requests that Professional Pump be designated as a Sole Source vendor for the Rebuilding of the chopper pump for the Scum Building #5.

Please see the attached letter from William Brunner, R. Keith Moss and Andrew Kilpatrick regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Professional Pump the amount of $ 16,331.00 from the account 590.453670.746200.0.

Attachment

Date: 7-26-22

Approved X Denied ______

Andy Schor, Mayor

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/

CLEANER GREENER

TO: Stephanie Robinson, Senior Buyer
Marilyn Chick, Senior Buyer

FROM: William H. Brunner, P.E., Plant Engineer BB

DATE: July 19, 2022

SUBJECT: Request for Sole Source Service:
Rebuild of Chopper Pump for Scum Building No. 5

This request is to procure service to rebuild the chopper pump for Scum Building No. 5 from Professional Pump, Inc. (Professional Pump) for $16,331.00. A quote from Professional Pump is attached.

Scum Pump No. 1 is one of two pumps that chop up and pump scum to the strainer used for disposal in Scum Building No. 5 in the North Plant as part of the primary treatment process. It was leaking oil, and Professional Pump, low bidder on the plant effluent water pump rebuild project, and a company that we have had good service from in the past, was on site removing one of the plant effluent water pumps for service. We asked them to take it back to the shop, for what we thought would be a simple, inexpensive repair. However, when Professional Pump disassembled the pump, it found that the entire pump needed to be rebuilt. The power cables needed to be replaced, and the pump case, cutters, motor bearings and mechanical seals were worn. Also, the oil monitor was in poor condition.

We estimate that a new pump would cost $50,000 to $60,000, with a lead-time of 5-6 months. The lead time on pump repair is 3-4 weeks. With this repair, we should see another 10 years of service or so before another complete rebuild is needed.

Funding for this request is included in the FY23 budget, in the following account:

$16,331.00 590-453670-746200-0 Wastewater Treatment, Equipment Repair & Maintenance

Please contact me at -4018 if you have any questions regarding this procurement request.

Approved: Rory K. Moss
R. Keith Moss, Wastewater Superintendent

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

Professional Pump, Inc.

Fluid Handling Specialists *ISO 9001:2000 Certified*

Repair and Service Department
41300 Coca Cola Drive
Belleville, MI 48111
PH-734-394-7878
Fax 734-394-7867
www.professionalpump.com

Pumps
Pump Repairs
Packaged Systems
Mechanical Seals
Fluid Handling Accessories

May 24, 2022

QUOTE# ch-052022-4

Lansing WWTP
1625 Sunset Ave.
Lansing, MI. 48917

Attn: Richard Stoddard

Ref. PUMP REPAIR

Thank you for giving Professional Pump Inc. the opportunity to quote your pump requirements. The following report is for: Repair of a Vaughan pump model S4KR1-460V-086-2, serial number 96811B

Scope of Work:

- *Disassemble and blast clean for inspection.*
- *Power and control cables have been cut.*
- *Casing and impeller were completely plugged with debris.*
- *Pump case shows some washout.*
- *Upper and lower cutters are worn and rounded off.*
- *Mechanical seal faces are worn.*
- *Oil level monitor is in poor condition.*
- *Motor bearings are in poor condition.*
- *Replace motor bearings.*
- *Replace impeller nut.*
- *Replace upper and lower cutters.*
- *Replace cutter bar plate.*
- *Replace power and control cable assemblies.*
- *Replace oil monitor.*
- *Replace cutter shims.*
- *Replace pump thrust bearings.*
- *Replace mechanical seal.*
- *Replace all gaskets and o-rings.*
- *Ceramic coat casing internals to prevent future wear and erosion.*
- *Dynamic balance impeller.*
- *Assemble unit and paint.*
- *Deliver to plant.*

NET PRICE: $16,331.00
DELIVERY: 3-4 WEEKS
FOB: SHIPPING POINT
TERMS: NET 30 DAYS WITH APPROVED CREDIT

Sincerely,
Chris Hawkins
Chris Hawkins
E-mail: chawkins@professionalpump.com
Service Manager
Professional Pump, Inc (www.professionalpump.com)
cc:

PROFESSIONAL PUMP REPAIR WARRANTY

ITEM #1 – TIME AND EXCLUSIONS

All pump repairs are warranted for a period of 90 days from the date of invoice against defects in parts or improper installation, unless otherwise specified in writing by the Professional Pump Service Dept. We are not responsible for external conditions or influences such as system problems, induced vibration, pipe strain, pipe movement, improper use, improper standard maintenance procedures, misapplication of the equipment, previous repairs or the selection of parts previously supplied. On all repairs, we are not responsible for application engineering. The standards of the Hydraulic Institute (current edition) shall prevail in questions of tolerance, performance, installation and maintenance.

ITEM #2 – FIELD SERVICE

On repairs brought to our service facility by the customer, they are F.O.B. Professional Pump facility and do not cover field removal or re-installations. Conditions in Item #1 above also apply, unless quoted in writing.

ITEM #3 – PURCHASE ORDERS

A purchase order is required on all warranty claims. If the warranty failure is due to defects in material or workmanship, it will be handled within the warranty period at no charge for parts and labor. If the failure is caused by any other reason, our standard labor and parts rates apply.

ITEM #4 – CUSTOMER ALTERATIONS

We are not responsible for customer installed equipment, customer installation, customer alterations or modifications to equipment. On field installation, warranty does not apply unless we do the pump to motor alignment and supervise the start-up of equipment. Professional Pump will not consider warranty for customer altered pumps, improper alignment or installation.

ITEM #5 – LUBRICATION

The responsibility for normal lubrication and normal maintenance shall be the responsibility of the customer. In all cases, the customer is responsible for providing the proper factory authorized lubricants.

ITEM #6 – SEAL AND PACKING

Mechanical seals are not covered under warranty unless it can be shown that the seal was defective from the factory or improperly installed. Pumps with packing require constant adjustment, especially at first during the "run-in" period. We will make the initial adjustment, however further adjustments, run-ins and additional rings, if required, are part of normal maintenance and the responsibility of the customer.

ITEM #7 – PARTIAL REPAIRS

No warranty applies on partial repairs (e.g.: we cannot be responsible for the entire pump unit if we, for example, make only a shaft or replace only bearings.)
In such cases, we are responsible only for materials that we made or supplied.

ITEM #8 – NEW EQUIPMENT

On new electric motors, pumps or controls, we shall pass on and abide by the standard manufacturer's warranty.

ITEM #9 – CUSTOMER INSTALLATIONS

In cases in which we do not perform the field installation and start-up, it is the responsibility of the customer to determine at the time of start-up, (1) that the pumps have been properly lubricated; (2) that the pumps are not allowed to run dry; (3) that the proper electrical voltage is being supplied to the unit; (4) that pump rotation, at the time of electrical reconnection, is correct and (5) that the pumps are properly aligned.

ITEM #10 – POST REPAIR CALLS

In warranty claims we shall make, free of charge, one post repair call to determine the cause and liability of the failure. If the failure does not fall within the scope of warranty, subsequent calls shall be made at our standard portal to portal labor rate and parts pricing at the time of occurrence.

ITEM #11 – JURISDICTION

Our personnel shall perform warranty repairs only. Work disputes involving other unions, locals, trades or trade jurisdictions are the responsibility of the customer.

ITEM #12 – LIABILITY

The customer shall hold harmless Professional Pump, Inc. and its assigned agents in any cases of contingent liability. All warranty repairs shall be done in a timely fashion to the best of our ability. Professional Pump, Inc. is not responsible for delays from suppliers, parts shipments or special machining.

ITEM #13 – EXCESS CHARGES

All repairs and warranty claims shall be preformed within our normal schedule during normal business hours. If the customer determines that the breakdown constitutes an emergency, and overtime is required, then the customer shall pay for the overtime charges. If the customer determines that expedited shipping such as air freight, factory overtime or special courier deliveries are required, the customer shall pay such excess charges.

ITEM #14 – POLICY

This warranty policy becomes a binding part of Professional pump Inc. repair quotations and is in addition to Profession Pump Inc. standard terms and conditions. In no case, will it exceed or supersede the manufacturers warranties, if such apply. This warranty is in lieu of any other, expressed or implied.

ALLOCATION	AMOUNT
premiuim pay - courts	$90,000
Parks	$3,393,000
OFE Marketing	$100,000
OFE DWL	$102,000
OFE VITA	$735,000
LEDC LEED	$2,000,000
LEDC CIA	$400,000
LEDC Façade	$175,000
LEDC Startup	$100,000
LEPFA	$600,000
HRCS Grad Assistants	$400,000
HRCS Agencies	$64,000
LFD Turnout gear	$300,000
LFD Fleet	$1,700,000
LFD EMS durable goods	$780,000
LPD digization	$50,000
LPD Laptop computers	$25,000
LPD safety barriers	$175,000
LPD records mgmt system	$1,450,000
LPD PAL	$40,000
DNACE gun violence prev	$300,000
DNACE NAB	$400,000
Finance software	$1,000,000
Finance contract mgr	$200,000
DLI small businesses	$600,000
District Court resolution svcs	$30,000
Fleet	$5,000,000
TOTAL	**$20,209,000**

Fleet

electronic speed limit signs	$100,000	
???		

LFD Fleet

???

$1.9 million Community Agency Fund

Refugee agency (Jeff Brown)
Mike23
LMTS

Public Sector Consultants	$100,000	more?
Landlord Contingency Fund		
EDC money, year 2 transition		
Bingman contract	$60,000	
portable cameras for parks	$65,000	
ALS360	$390,000	per year
Site control by EDC and/or CAHP of blighted properties in someone else's contro		
OTCA	$100,000	
Housing and rent?		
Guaranteed Basic Income		
Downpayment Assistance? With MSHDA and Sparrow		

BUDGET PRIORITIES FOR FY 2023/2024

BE IT FURTHER RESOLVED, the **Committee on Ways and Means** has established the following priorities:

1. Explore new municipal incentives under the Inflation Recovery Act to invest in solar energy for City facilities.
2. Encourage the Chief Strategy Officer to perform an audit report on short and long term resolutions for the current forecast of the City's revenues and expenditures within all departments.