

AGENDA

Committee on Ways and Means AGENDA FOR MAY 8, 2023 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.
view on: <https://www.youtube.com/@lansingcitycouncil4446/streams>

Council Member Spadafore, Chairperson
Council Member Wood, Vice Chairperson
Council Member Jackson, Member

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
 - A. April 24, 2023
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Discussion/Action:**
 - B. RESOLUTION - Workers Compensation Settlement; WC 2062876-01922-001
 - C. RESOLUTION - Workers Compensation Settlement; WC 2062876-01409
 - D. RESOLUTION - Grant Acceptance; Michigan Department of Environment, Great Lakes, and Energy (EGLE) Rural Electronics Recycle Grant
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, April 24, 2023 @ 4:00 p.m.
City Council Conference Room

CALL TO ORDER

Council Member Spadafore called the meeting was called to order at 4:00 p.m.

PRESENT

Council Member Peter Spadafore, Chair
Council Member Carol Wood, Vice Chair
Council Member Brian T. Jackson, Member- arrived at

OTHERS PRESENT

Sherrie Boak, Council Office Manager
Lisa Hagen-Lawrence, OCA
Jim Smiertka, OCA
Emily Linden, Internal Auditor
Brett Kaschinske, Parks & Recreation
Jane DiSessa, Mayor's Office
Desiree Kirkland, Finance Director
Jackson Mills, Finance
Nick Zande
Michael Lynn

Minutes

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE MINUTES FROM MARCH 27, 2023, AS PRESENTED. MOTION CARRIED 2-0.

Public Comment

No public comment at this time.

Discussion/Action:

ORDINANCE – Amend Section 206.16; Increase the maximum contract amount for which a Lansing-based bidder has an opportunity to match the lowest bid

Council Member Spadafore outlined the changes from \$500,000 to \$1 million, and there was a public hearing held on April 10, 2023.

DRAFT

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE ORDINANCE TO AMEND SECTION 206.16 TO INCREASE MAXIMUM CONTRACT AMOUNT ON BIDDING. MOTION CARRIED 2-0.

RESOLUTION – Lansing Based Bidders; Setting Percentage Difference to 10%

Council Member Spadafore noted this a change from 5% to 10%.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION TO INCREASE THE PERCENTAGE TO 10% IN THE ORDINANCE FOR LANSING BASED BIDDERS.

Council Member Wood noted on the Council agenda the resolution is first before the ordinance. Ms. Hagen-Lawrence stated it can be done either way.

MOTION CARRIED 2-0.

RESOLUTION – Amend Resolution 2023-047; Grant Application; MNRTF

Mr. Kaschinske referenced the resolution and explained the change which is required because the first passage, point 1 the match amounts were not right for any of the projects. The match is 26% for all projects except the tennis courts at Letts Parks which is 50%. The match was correct on the grant forms reviewed earlier except the resolution was not.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION TO AMEND RESOLUTION 2023-047 TO REFLECT THE MATCH PERCENTAGE. MOTION CARRIED 2-0.

DISCUSSION – Fiscal Year Budget 2023/2024 Budget Discussion

Council Member Spadafore stated things that stuck out to him were numbers that did not concur, and Ms. Kirkland and Mr. Mills was asked to attend to speak on the items.

Mr. Mills referenced a document distributed to the Committee on salaries for 2023 Budget, projected and actual. The other materials included the corrections for the departments.

Council Member Wood asked if at the beginning at the Committee of the Whole meeting tonight they will hand out the new documents for the budget books.

Ms. Kirkland stated the property tax numbers are based on Assessor and State Treasury, which they projected 8%. The Assessor noted a 5% property tax increase and did not foresee a lot of board of review adjustments. Council Member Spadafore asked why that would be, and Ms. Kirkland stated the BOR is March and December.

Ms. Kirkland referred the committee to the YTD tables and State tapes, and so the year to date numbers are higher than in the prior years, and anticipate it going up.

Council Member Spadafore asked if they get inflation or 5% depends or highest. Ms. Kirkland stated the Assessor proposed 5%. Council Member Spadafore asked what HEADLEE allows for. Ms. Kirkland stated it would be 5%.

Ms. Kirkland spoke on the BWL ROE, and it was confirmed with BWL. Council Member Spadafore asked Ms. Linden if BWL lagged because they do not have the new numbers yet, and Ms. Linden confirmed.

DRAFT

Mr. Mills went through the spreadsheet on the State Revenue specific to marijuana where it was changed after they did predictions. The liquor licenses fees was changed to \$80,000.

Council Member Spadafore asked if all changes are true, the Council will see a budget amendment, and Ms. Kirkland confirmed.

Mr. Mills moved to Charges for Services and confirmed the amounts came from the Departments. The fines and forfeitures were projected by the District Court, and have been lower than budget amount so it was decreased.

Council Member Spadafore asked if the marijuana licensees is from the licenses we issue, and that was confirmed.

Mr. Mills then moved to Other Revenues and those changes include the OPIOD funds.

Ms. Kirkland stated they will do budget amendments for the changes they know now.

Ms. Kirkland moved to the expenditures, everything stayed consistent other than salaries and Mr. Mills confirmed salaries, fringes and retirement. Ms. Kirkland stated there was a 3% increase based on CBA. Mr. Mills referenced the budget spreadsheet noting the adopted was \$155,512,500 and they project it lower \$145,345,940. This would be a projection of \$10 million under. Council Member Spadafore asked if this was minus the pension. Mr. Mills stated the retirement is fixed and will be allocated regardless if position vacant.

Council Member Wood noted in the past, for filling a position, there is a discussion on salary and fringes. She asked for clarification. Mr. Mills stated the fixed fringe is assigned to that position even if vacant. The other side is health care, dental, etc. and if position vacant will not pay on that.

Ms. Kirkland stated the largest savings is police and fire, but every department is under which allows another year to create a plan. Council Member Spadafore asked for a quarterly updated at Committee on Ways and Means on the progress before March of next year. Ms. Kirkland confirmed the Mayor is in agreement with that. Council Member Spadafore asked for more regular budget amendments. Council Member Wood stated that budget amendments go to the Committee of the Whole.

Council Member Spadafore asked about the Council budget, noting the retirement for newer employees, and ask them to confirm.

Council Member Wood stated again that there should be copies at tonights Committee meetings, and then the discussion will occur at the May 1st Committee meeting.

OTHER

No other topics at this time.

ADJOURN

Adjourned at 4:23 p.m.

Submitted by,

Sherrie Boak, Recording Secretary

Lansing City Council

Approved by the Committee _____

DRAFT



City of Lansing

OFFICE OF THE CITY ATTORNEY

TO: Ways and Means Committee

FROM: F. Joseph Abood, Chief Deputy City Attorney

DATE: April 10, 2023

RE: WC Settlement 2062876-01922-001, Privileged and Confidential



CompOne Administrators, Inc. has evaluated this claim for settlement. We have negotiated a settlement of \$10,200.00 to release all past, present, and future claims against the City of Lansing. The potential future liability to the City is at least \$549,895.00 and an unknown liability for medical payments.

The Mayor, the Law Department and the Department of Human Resources support the recommendation for settlement and the Department of Human Resources advises that funds are available in the Workers Compensation Claims account. We are requesting your approval of the redemption of this case.

Please contact this office as soon as possible with any concerns you may have regarding the redemption of this claim.

cc: Elizabeth O'Leary, Human Resources Director
Kathy Woodman, Health & Wellness Administrator

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

WHEREAS, the City of Lansing is named as defendant in a workers' compensation action, WC 2062876-01922-001, involving alleged work related injuries/illnesses;

WHEREAS, it is proposed that the action be resolved by virtue of entering into a settlement agreement, in which, the City of Lansing would agree to pay Plaintiff the sum in the amount of ten thousand two hundred (\$10,200.00) in exchange for a complete redemption and release of the City from any past, present, and future liability regarding any alleged injuries/illnesses whatsoever;

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

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby approve payment in the amount of amount ten thousand two hundred (\$10,200.00) pursuant to said proposed settlement agreement as a full and final settlement of said action.

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



City of Lansing

OFFICE OF THE CITY ATTORNEY

TO: Ways and Means Committee

FROM: F. Joseph Abood, Chief Deputy City Attorney

DATE: April 11, 2023

RE: WC Settlement 2062876-01409, Privileged and Confidential



CompOne Administrators, Inc. has evaluated this claim for settlement. We have negotiated a settlement of \$3,700.00 to release all past, present, and future claims against the City of Lansing. The potential future liability to the City is at least \$335,183.00.

The Mayor, the Law Department and the Department of Human Resources support the recommendation for settlement and the Department of Human Resources advises that funds are available in the Workers Compensation Claims account. We are requesting your approval of the redemption of this case.

Please contact this office as soon as possible with any concerns you may have regarding the redemption of this claim.

cc: Elizabeth O'Leary, Human Resources Director
Kathy Woodman, Health & Wellness Administrator

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

WHEREAS, the City of Lansing is named as defendant in a workers' compensation action, WC 2062876-01409, involving alleged work related injuries/illnesses;

WHEREAS, it is proposed that the action be resolved by virtue of entering into a settlement agreement, in which, the City of Lansing would agree to pay Plaintiff the sum in the amount of three thousand seven hundred (\$3,700.00) in exchange for a complete redemption and release of the City from any past, present, and future liability regarding any alleged injuries/illnesses whatsoever;

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

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby approve payment in the amount of three thousand seven hundred (\$3,700.00) pursuant to said proposed settlement agreement as a full and final settlement of said action.

BE IT FINALLY RESOLVED that the Law Department 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:

GRANT NAME: Electronics Recycling Grant, Michigan Department of Environment, Great Lakes and Energy.

DEPARTMENT: Public Service

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Lori Welch, lori.welch@lansingmi.gov, 517-243-5668

APPLICATION DATE: March 23, 2023

AWARD DATE: April 10, 2023

GRANT CYCLE: 4/23-4/25

Check One: ☐ Annual ☒ One-Time

FUND AMOUNT: \$15,000 (Breakdown below should total this amount)

GOODS & SERVICES	\$15,000
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PERSONNEL	
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CONSTRUCTION	<u>\$0.00</u>
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LAND	\$0.00
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OTHER (Training)	
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CITY MATCH (IF APPLICABLE): none

GRANT PAYS FOR: processing and transportation of electronic waste from Recycle Rama event

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

Grant funds will provide \$7500 for two years to help cover expenses from the processing and hauling of computers, tv's and other "e-waste" from the annual Recycle Rama event. Recycle Rama is a regional event that the City of Lansing helps to coordinate and sponsor. These funds would be forwarded to our event fiduciary, the Michigan Recycling Coalition (MRC), to pay any "e-waste" related invoices.



RURAL ELECTRONICS RECYCLING GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND CITY OF LANSING

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division ("State"), and **City of Lansing** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Public Act No: 0087 of 2021. Legislative appropriation of Funds for grant assistance is set forth in **Public Act No: 0087 of 2021**. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: Recycle Rama - City of Lansing Project #:

Amount of grant: \$15,000

% of grant state 100 / % of grant federal 0

PROJECT TOTAL: \$15,000

Start Date (executed by EGLE):

End Date: 09/30/2025

GRANTEE CONTACT INFORMATION:

Name/Title: Lori Welch

Organization: City of Lansing

Address: 124 W. Michigan Ave, 7th FL, Public Service

City, State, ZIP: Lansing, MI 48933

Phone Number: 517.243.5668

E-Mail Address: lori.welch@lansingmi.gov.

Grantee DUNs/UEI Number (Required for Federal Funding): 069835882/38-6004628

SIGMA Vendor Number:

STATE'S CONTACT INFORMATION:

Name/Title: Steve Noble

Division/Bureau/Office: Materials Management Division (MMD)-SMMU

Address: 525 West Allegan

City, State, ZIP: Lansing, MI 48903

Phone Number: 517-449-6153

E-Mail Address: Nobles4@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

	Lori Welch/Sustainability Manager	
Signature	Name/Title	Date

FOR THE STATE:

	Elizabeth M. Browne, Director, MMD	
Signature	Name/Title <i>klg</i> 04/10/23	Date

I. PROJECT SCOPE

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

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

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

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

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

(A) The Grantee must complete and submit financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
October 1 – March 31	April 30
April 1 – September 30	Before October 15*

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide an electronic copy of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the Rural Electronics Recycling Program, EGLE, per the guidelines provided by the program.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

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

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

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

VIII. SUBCONTRACTS

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

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

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

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

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

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

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

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PROJECT SPECIFIC REQUIREMENTS – APPENDIX A

PROJECT LOCATION AND SCOPE

The project must be located in Michigan and the scope of the project is outlined in the Grantee's approved Fiscal Year 2023 Rural Electronics Recycling Program Grant Application.

GRANTEE REIMBURSEMENT

Breakdown of project funds covered under this Agreement:

Grant Amount = \$15,000
Grantee Match = \$0
Non-Grantee Match = \$0
Total Grant Budget = \$15,000

The total payment made to the Grantee by the State shall not exceed \$15,000.00. Any additional costs associated with the project shall be the responsibility of the Grantee. Grantee should not submit a grant activity report and a reimbursement request as a combined document.

The Grantee is responsible for the payment of all eligible costs necessary to complete the project. The Grantee shall submit reimbursement requests to the State which specify the time covered by the reimbursement request and the payments made by the Grantee during the time period. Grant reimbursements will be for requested grant reimbursement amount with proper documentation of the grantee or non-grantee (in-kind) match for the documented purchase expenditures, not to exceed the awarded grant amount.

Documented expenses must be submitted at intervals of no less than 6 months. If no documented expenses occurred during that time period, then a letter or email indicating that there was no activity is sufficient.

A request for payment shall be submitted by the Grantee on a form provided by the State and shall include copies of invoices, proof of payment to the vendor (such as canceled checks, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods. Grant reimbursements will be for the requested amount with proper documentation of the appropriate percent grantee or non-grantee (in-kind) match for the documented purchase expenditures, not to exceed the awarded grant amount. **For payment requests requiring match but with match documentation included, the reimbursement will be reduced by the appropriate match amount.**

Submit payment requests to the attention of the State's contact at the following email address:

Mr. Steve Noble
EGLE-MMD-Electronics@michigan.gov.
(517) 449-6153

The Grantee is responsible for ensuring that all partner entities fulfill their commitments under the grant proposal.

NOTIFICATION OF DELAYS

The Grantee shall inform the State's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project.

REPORTING REQUIREMENTS

Semiannual and final project reports must be signed by the authorized contact person for the project. Indicate any name, address, or telephone number changes for the contact person and/or the project.

Submit the biannual and final project reports to the attention of the State's contact at the following email address:

Mr. Steve Noble
EGLE-MMD-Electronics@michigan.gov
(517) 449-6153

The Grantee shall comply with all reporting requirements of the State during the Agreement Period.

Semiannual progress reports must be submitted at least every six months during the Agreement Period, even if no funds were expended. Provide the following narrative using the numbers and headings listed below:

I. SUMMARY OF ACTIONS TAKEN DURING THE CURRENT PERIOD

- A. Describe the tasks completed and how project funds were expended during the time covered by the report. If no funds were expended during the current period, include a statement to that effect and explain why. A description of tasks completed during the current period must still be included.

II. SUMMARY OF ACCOMPLISHMENTS DURING THIS PERIOD

- A. Goals and objectives as set forth in the grant application and grant contract. List the project's stated goals and objectives and describe how the project is meeting them.
- B. Additional project accomplishments not included in original project goals and objectives.
- C. Project data: Provide any data collected during the current period. Attach available documentation which supports the data. If the data provided covers a previous reporting period, specify the dates which the data is from.

III. SUMMARY OF REMAINING ACTIONS TO BE TAKEN

- A. Describe the remaining tasks to be completed and indicate whether these tasks will be completed within the approved project schedule. For tasks which will not be completed within the approved project schedule, discuss the reasons for the delay and provide the revised task completion date.

IV. PROBLEMS ENCOUNTERED DURING THIS PERIOD

- A. Identify any problems encountered during the reporting period and explain how they were resolved. Describe the impact these problems have had or will have on project design, completion, and operations.

V. ADDITIONAL COMMENTS

- A. Provide any additional comments relevant to the status of the project and its operations.

FINAL PROJECT REPORT

The final report is due one month after the close of the grant but no later than November 1, 2025. The final reimbursement request will not be processed until the Final Project Report is received in the EGLE-MMD-Electronics Mailbox.

The purpose of the final project report is to provide the State with data on your project along with a narrative and evaluation about your project.

Identify the time covered by the final project report. Provide the following narrative information using the numbers and headings listed below:

I. PROJECT DESCRIPTION

- A. Provide a description of the project funded.
 - i. Provide a 4-5 sentence summary of the project, including the following information, as applicable: description of item purchased and/or constructed, geographical area served, population and/or number of households/units served, volume of containers, collection frequency, collection method, list of recyclable or organic materials collected, name and location of recycling processor, increase in processing capacity, and description of how project will be sustained beyond the grant timeline.
 - ii. Include any news articles and/or photographs as appropriate.
 - iii. Include the date project operations began and a discussion of the current status of project operations.
- B. List and explain the steps involved in completing the project, from planning through implementation to ongoing operations. Include the dates of major project activities and events.
- C. List and discuss other entities (e.g., companies, nonprofit groups, local units of government) that played a role in planning and implementing the project and briefly describe their role. Describe any formal agreements that were entered into as a part of project implementation.

II. PROJECT DATA

- A. Diversion rate, participation rate, and geographical area served. Project data must also be submitted through the ReTrac system.
 - i. For the time period covered by this report, provide the quantity of recyclable materials diverted, in tons or cubic yards /time period. Specify which recyclable materials are included in this reported volume. Describe the methods for measuring these quantities.
 - ii. Provide diversion rates prior to the grant project, if known.
 - iii. Provide before and after information on the number of people and/or number of households/units served by the project.
 - v. Provide before and after information on the geographical area served by the project .
- B. Education and Outreach Program. Provide the following information for all project related promotional activities which have occurred as a result of the project:
 - i. Types of groups (audience) targeted.
 - ii. Types of promotional materials developed.
 - iii. Methods used to distribute information or materials.
 - iv. Planned/future educational efforts.

III. PROJECT COSTS: Provide the following information regarding additional costs required to implement the project:

- A. Provide the dollar amounts and a description of all additional program related capital costs which have been incurred during the time period covered by this report.
- B. For the time period covered by this report, provide the dollar amounts and a description of all additional costs (beyond match) required to complete the project.
- C. For the time period covered by this report, provide the dollar amount and a description of the costs needed to operate the project.
- D. Describe the funding mechanisms utilized to operate and maintain the project activities.

IV. PROJECT EVALUATION

- A. Goals and Objectives. Summarize each of the project's goals and objectives as stated in your original proposal. Discuss (in both narrative and numerical terms) how well you are meeting each goal and objective. For each goal or objective that is not being met, discuss why.

- i. If the project goals and objectives have changed from those that were originally established, discuss how and why. Also, discuss how these changes have impacted the final project.
 - ii. Recovery/Access/Participation Goals: As a part of the above discussion of project goals and objectives, identify the increase in either volume collected (in tons per year) by material type, or geographical access/population served that the project is currently achieving. If the project is not meeting its goals, provide a discussion on why these goals are not being met. Also, indicate what steps you are taking in order to meet the stated goals in the future, and provide a timeframe for meeting these goals.
- B. Discuss any project accomplishments not included in the project's original goals and objectives.
- C. Discuss the economic impact the project has had on the local economy. Include information on new jobs created and sustained and any other relevant economic information.
- D. List and describe all significant problems encountered during project implementation, including any cost overruns, institutional barriers, local issues, etc. Describe how the problems were addressed and resolved. Describe any impact these problems had in project design, implementation and/or ongoing operations.
- E. Describe the most successful components of the project and explain why you think they are successful.
- F. Describe the least successful components of the project and explain why you think they are not successful.
- G. Lessons Learned. Discuss any conclusions you have made about the technical and economic feasibility of carrying out a similar project. Identify what you would do differently if you were to carry out a similar project, and why.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

**Department of Environment, Great Lakes, and Energy
FY 23 Rural Electronics Recycling Grant Application Budget**

Budget:

Applicant Name: City of Lansing

Line-Item No.	Budget Line-Item Description	Quantity	Unit Price	Budget Amount
1	Collection Events	2	\$7,500	\$15,000
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Total Grant Budget				\$15,000

Grant Amount Requested	Local Match Amount	Total Grant Budget
\$15,000		\$15,000

Date grant was discussed with EGLE electronics program staff - March 21, 2023

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

WHEREAS, the City of Lansing was selected on April 10, 2023 to receive a Michigan Department of Environment, Great Lakes, and Energy (EGLE) Grant for \$15,000; and

WHEREAS, the City of Lansing's Public Service Department applied for a grant to help pay for the processing of electronics at the Recycle Rama event; and

WHEREAS, the Rural Electronics Recycle grant was the result of a competitive proposal process, and the proposal was submitted by the Public Service Department on March 23, 2023, approved on April 10, 2023, and will be received upon approval by Council and signed agreement; and

WHEREAS, the award for \$ 15,000 requires no matching funds.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the grant in the total amount of \$15,000 for the grant period beginning on the date of council approval for the City of Lansing and ending on September 30, 2025.

BE IT FINALLY RESOLVED, the Administration is authorized to create appropriate accounts, to make the necessary operating transfers for the expenditure and control of the balance of the grant funds, and to execute any necessary agreements to receive the grant subject to approval as to form by the City Attorney.