REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF LANSING, MICHIGAN
CITY COUNCIL CHAMBERS, 10TH FLOOR
LANSING CITY HALL
124 W. MICHIGAN AVENUE

AGENDA FOR MAY 22, 2017

TO THE HON. MAYOR AND MEMBERS OF THE CITY COUNCIL:

The following items were listed on the agenda in the City Clerk's Office in accordance with Section 3-103(2) of the City Charter and will be ready for your consideration at the regular meeting of the City Council on Monday, May 22, 2017 at 7:00 p.m. at the Council Chambers, 10th Floor, City Hall.

I. ROLL CALL

II. MEDITATION AND PLEDGE OF ALLEGIANCE

III. READING AND APPROVAL OF PRINTED COUNCIL PROCEEDINGS

Approval of the Printed Council Proceedings of May 8 and May 15, 2017

IV. CONSIDERATION OF LATE ITEMS (Suspension of Council Rule #9 is needed to allow consideration of late items. Late items will be considered as part of the regular portion of the meeting to which they relate.)

V. TABLED ITEMS

VI. SPECIAL CEREMONIES

1. Tribute; in recognition of Parents Action Committee on Minority Academic Concerns (PAC-MAC) Spelling Bee 2017 Spelling Bee Winners

VII. COMMENTS BY COUNCIL MEMBERS AND CITY CLERK

VIII. COMMUNITY EVENT ANNOUNCEMENTS (Time, place, purpose, or definition of event – 1 minute limit)

IX. SPEAKER REGISTRATION FOR PUBLIC COMMENT ON LEGISLATIVE MATTERS

X. MAYOR'S COMMENTS

XI. SHOW CAUSE HEARINGS

XII. PUBLIC COMMENT ON LEGISLATIVE MATTERS (Legislative matters consist of the following items on the agenda: public hearings, resolutions, ordinances for introduction, and ordinances for passage. The public may comment for up to three minutes. *Speakers must sign up on white form*.)

A. SCHEDULED PUBLIC HEARINGS

1. In consideration of Brownfield Redevelopment Plan #68; 513 & 515 W Ionia Street; Belen Buildings Redevelopment Project

2. In consideration of Brownfield Redevelopment Plan #69; 221 West Saginaw Avenue Redevelopment Project

3. In consideration of an Ordinance to amend Chapter 622, Section 622.01, of the Lansing Codified Ordinances by excluding drug paraphernalia distributed by a federal, state or local government al agency to prevent the transmission of infectious agents

XIII. COUNCIL CONSIDERATION OF LEGISLATIVE MATTERS

A. REFERRAL OF PUBLIC HEARINGS

B. CONSENT AGENDA

1. BY COUNCIL MEMBERS BROWN CLARKE, HUSSAIN, DUNBAR, HOUGHTON, SPITZLEY, WASHINGTON, WOOD, AND YORKO

    a. Tribute; in recognition of *The Chronical Newspaper's* 31st Anniversary

2. BY THE COMMITTEE ON PUBLIC SERVICES

    a. Dedication of Multipurpose Athletic Complex to Honor Willard Walker

    b. Renaming of Westside Park to Rudolph and Dorothy Wilson Park

3. BY THE COMMITTEE OF THE WHOLE

    a. Temporary Relocation of the Polling Place for Ward 1, Precinct 4 for the August 8, 2017 City Primary Election

    b. Setting a Public Hearing in consideration of renaming Lansing City Hall as David C. Hollister City Hall

C. RESOLUTIONS FOR ACTION

1. BY THE COMMITTEE ON WAYS AND MEANS

    a. Grant Acceptance; Congestion Mitigation and Air Quality (CMAQ) Grants Funding Traffic Signal Upgrades and Signal Communications Improvements

    b. Homeland Security Grant

    c. FY 2017 Emergency Solutions Grant Match

D. REPORTS FROM COUNCIL COMMITTEES

E. ORDINANCES FOR INTRODUCTION and Setting of Public Hearings

1. BY THE COMMITTEE ON PUBLIC SAFETY

    a. Regulation and Licensing of Medical Marihuana Establishments

XIV. SPEAKER REGISTRATION FOR PUBLIC COMMENT ON CITY GOVERNMENT RELATED MATTERS

XV. REPORTS OF CITY OFFICERS, BOARDS, AND COMMISSIONS; COMMUNICATIONS AND PETITIONS; AND OTHER CITY RELATED MATTERS (Motion that all items be considered as being read in full and that the proper referrals be made by the President)

A. REPORTS FROM CITY OFFICERS, BOARDS, AND COMMISSIONS

1. Letter(s) from the City Clerk re:

    a. Minutes of Boards, Commissions, and Authorities placed on file in the Clerk's Office

    b. Submitting Mayor Bernero's Notice of Veto of items contained in City Council Resolution # 2017-131, the City of Lansing's Fiscal Year 2018 Budget

    c. Fireworks Display by Wolverine Fireworks for the City of Lansing Independence Day Celebration

2. Letter(s) from the Mayor re:

    a. Proposed Fees, Marshall Park Sand Volleyball

    b. Principal Shopping District (PSD) Assessment for FY 2018 to FY 2020

    c. Sole Source Purchase; Plante Moran Initiative Planning Study, Fire Department

    d. Sole Source Purchase; Segal Waters Consulting Group, Human Resources

B. COMMUNICATIONS AND PETITIONS, AND OTHER CITY RELATED MATTERS

1. Notices from the Michigan Liquor Control Commission regarding:

    a. New SDM License issued under 436.1533(5); New Sunday Sales Permit (AM), Family Dollar Stores of Michigan, LLC, 726 E. Michigan Avenue

b. Transfer Ownership Escrowed 2017 Class C License from Lansing Retail Center L.L.C. to Acapulco Mexican Grill, Inc., 300 N. Clippert, Suite 17, and Transfer Governmental Unit from Lansing City to Lansing Township

c. New SDM License issued with Sunday Sales Permit (AM) and Gas Pumps, Fuel Mart 3814 Inc., 3814 W. Jolly Rd., 48911

d. New SDM License issued, New Gas Pumps to be issued, Valero Gas Station LLC, 500 W. Mount Hope, 48910

XVI. MOTION OF EXCUSED ABSENCE

XVII. REMARKS BY COUNCIL MEMBERS

XVIII. REMARKS BY THE MAYOR OR EXECUTIVE ASSISTANT

XIX. PUBLIC COMMENT ON CITY GOVERNMENT RELATED MATTERS (City government related matters are issues or topics relevant to the operation or governance of the city. The public may comment for up to three minutes. *Speakers must sign up on yellow form*.)

XX. ADJOURNMENT

Chris Swope

CHRIS SWOPE, CITY CLERK

Persons with disabilities who need an accommodation to fully participate in this meeting should contact the City Clerk's Office at (517) 483-4131 (TDD (517) 483-4479). 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on **May 22, 2017** at 7:00 p.m. in the City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the approval of Brownfield Plan #68 – Belen Buildings Redevelopment Project pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for property commonly referred to as 513 & 515 Ionia Street located in the City of Lansing, but more particularly described as:

513 Ionia street Lansing, MI 48933. Parcel number 33-01-01-16-157-081; W 2 R LOTS 1 & 2 ALSO E 55 FT LOTS 11 & 12 BLOCK 92 ORIG PLAT

Approval of this Brownfield Plan will enable the Lansing Brownfield Redevelopment Authority to capture incremental tax increases which result from the redevelopment of the property to pay for costs associated therewith. Further information regarding this issue, including maps, plats, and a description of the brownfield plan will be available for public inspection and may be obtained from Karl Dorshimer – Director of Economic Development, Lansing Economic Area Partnership, 1000 South Washington, Suite 201, Lansing, MI 48912, (517) 702-3387.

For more information, please call Lansing City Council at 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., on the day of the Public Hearing at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, Lansing City Clerk
www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope

Lansing Brownfield Redevelopment Authority

Lansing Brownfield Redevelopment Authority
Belen Buildings Redevelopment Project

Brownfield Plan #68

513 W. Ionia Street
Lansing, Michigan 48933

PREPARED BY:

Triterra
1375 S. Washington Avenue, Suite 300
Lansing, Michigan 48910
Contact Person: J.P. Buckingham
jp.buckingham@triterra.us
Phone: 517-702-0470

REVIEWED BY:

Lansing Brownfield Redevelopment Authority
1000 S. Washington Avenue, Suite 201
Lansing, Michigan 48910
Contact Person: Karl Dorshimer
karl@purelansing.com
Phone: 517-999-9039

March 3, 2017

Approved by the LBRA on _____

Adopted by the Lansing City Council on _____

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Attachment A: Legal Description of the Property
Attachment B: Letter of Functional Obsolescence

1. Project Summary Sheet

The purpose of this Brownfield Plan (the "Plan") is to identify eligible activities and cost estimates for redevelopment of the property located at 513 W. Ionia Street in Lansing, Michigan. Brownfield tax increment financing is necessary to support redevelopment of the property.

Project Name:	Belen Buildings Redevelopment Project (the "Project")
Developer:	515 Ionia, LLC
Property Location:	513 W. Ionia Street, Lansing, Michigan 48933 (the "Property")
Parcel Information:	Parcel ID 33-01-01-16-157-081
Type of Eligible Property:	"Functionally Obsolete"
Project Description:	A complete rehabilitation development of two existing, functionally obsolete buildings located in the immediate vicinity of the State Capital in downtown Lansing. The Project includes the renovation of two 2-story buildings totaling 9,132 square feet. The mixed-use redevelopment will result in a total of 4,500 square feet of office/retail use on the first floor and 6 market rate residential units. Brownfield Eligible activities include asbestos surveys, asbestos abatement, demolition, site preparation, public infrastructure improvements and preparation of the Brownfield Plan and Act 381 Work Plan.
Total Capital Investment:	Property and Building Improvements: Estimated at $1,300,000 of which $220,420 is estimated as eligible for Brownfield Reimbursement.

Estimated Job Creation/Retention: The redevelopment is anticipated to generate 4 to 6 new full-time equivalent (FTE) jobs in the office/retail components of the Project. In addition, this redevelopment will result in the creation/retention of 15 to 20 temporary construction related jobs.

Duration of Plan: 19 years (starting in 2018)

Uses of New Taxes and Tax Increment Revenue (TIR):

Revenue	Uses	
TIR	To Reimburse Developer for Eligible Activity Costs	$ 193,300.00
	To Reimburse LBRA/Lansing Regional Brownfield Coalition (LRBC) for Eligible Activity Costs under EPA Brownfield Assessment Grant	$ 0.00
	To Reimburse LBRA for Eligible Activity Costs under Local Site Remediation Revolving Fund (LSRRF)	$ 0.00
	To Reimburse Developer for Contingency (15%) on Eligible Activity Costs*	$ 27,120.00
	To Reimburse Developer for Interest on Eligible Activity Costs	$ 0.00
	Total Reimbursement to Developer	**$ 220,420.00**
TIR	To LBRA Plan Administration	$ 7,966.50
TIR	To LBRA Local Site Remediation Revolving Fund (LSRRF)	$ 7,966.50
TIR	To State Revolving Fund (SRF)	$ 12,272.00
	Total TIR Captured	**$ 248,625.00**
New Taxes	(10%) Distribution to Taxing Units	$ 26,261.00
New Taxes	New Taxes to Lansing City Debt and School Debt	$ 20,086.00
	TOTAL	**$ 294,972.00**

* Brownfield Plan and Act 381 Work Plan preparation activities are excluded from contingency calculation

2. Purpose of Brownfield Plan and Past Use of the Property

The City of Lansing Brownfield Redevelopment Authority (Authority or "LBRA"), duly established by resolution of the City Council of the City of Lansing, pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended (Act 381), is authorized to exercise its powers within the City of Lansing, Michigan. The purpose of this Plan, to be implemented by the LBRA, is to satisfy the requirements for a Brownfield Plan as specified in Act 381

The Plan will allow the LBRA to use tax increment financing to reimburse 515 Ionia, LLC (the "Developer") for the costs of eligible activities required to redevelop the eligible property located at 513 W. Ionia Street in the City of Lansing, Michigan, (the "Property"). Any proposed redevelopment of the Property will only be economically viable with the support and approval of the brownfield redevelopment incentives described herein. The location of the Property is depicted on Figure 1.

The Property is fully defined in the following table and in Attachment A.

Eligible Property			
Address	**Associated Addresses**	**Tax ID**	**Basis of Eligibility**
513 W. Ionia Street	513/515 and 517/519 W. Ionia Street	33-01-01-16-157-081	Functionally Obsolete

The Property is located within the boundaries of the City of Lansing and is surrounded by commercial and residential property. Property layout and boundaries are depicted on Figure 2. The legal description of the Property is included in Attachment A.

The Property consists of a 0.267-acre parcel of land with two, two-story buildings totaling 9,132 square feet. The structures were constructed in 1927 and were used for commercial and residential purposes for much of the memorable past. The Property has been vacant since 2015.

The Property is considered an "eligible property" as defined by Act 381, Section 2 because: (a) the Property was previously utilized as a commercial property; (b) it is located within the City of Lansing, a qualified local governmental unit under MCL 125.2782(k); and (c) the Property has been determined to be "functionally obsolete" as defined in Section 2(s) of Act 381. Refer to Attachment B, Letter of Functional Obsolescence.

3. Brownfield Project Description

The Project includes a complete rehabilitation of two (2) existing functionally obsolete buildings. The mixed-use redevelopment will result in a total of 4,500 square feet of office/retail use on the first floor and 6 market rate residential units.

Total capital investment is estimated at $1,300,000. Redevelopment activities include asbestos abatement, demolition of the building interiors, site demolition, site preparation activities and infrastructure improvements.

The Project will result in the revitalization and reuse of two (2) vacant, historically underutilized, functionally obsolete properties in the city of Lansing in the immediate neighborhood northwest of the State Capitol. This Project will result in the creation of 4 to 6 new, full time equivalent jobs. The Project is also projected to create/leverage 15 to 20 temporary construction related jobs.

4. Developer Eligible Activities

The Developer will be reimbursed with the new taxes levied by the Project for the costs of eligible activities necessary to support redevelopment of the Property. The activities that are intended to be carried out at the Property are considered “eligible activities” as defined by Sec 2 of Act 381 and include asbestos surveys, asbestos abatement, demolition, site preparation, public infrastructure improvements and preparation of the Brownfield Plan and Act 381 Work Plan.

The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local tax revenues generated by the Property redevelopment and captured by the LBRA, subject to any limitations and conditions described in this Plan and the terms of a Reimbursement Agreement between the Developer and the Authority (the “Reimbursement Agreement”). The total cost of activities eligible for reimbursement from tax increment revenues is projected to be $220, 420.

ELIGIBLE ACTIVITIES

NON-ENVIRONMENTAL

Asbestos Activities	$41,000.00
Demolition	$65,000.00
Site Preparation Activities	$32,000.00

Public Infrastructure Improvements	$42,800.00
Total Non-Environmental Costs	**$180,800.00**
Contingency (15%)*	$27,120.00
Brownfield Plan & Act 381 Work Plan Preparation	$12,500.00
Total Anticipate TIR Available for Reimbursement	**$220,420.00**
LBRA Plan Administration	$7,966.50
LBRA Local Site Remediation Revolving Fund	$7,966.50
State Revolving Fund	$12,272.00
Total Local/State TIR Capture	**$248,625.00**

* Brownfield Plan and Act 381 Work Plan preparation activities are excluded from contingency calculation

The costs listed above are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues captured by the LBRA shall be governed by the terms of a Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1996, as amended (MCL 125.2652). The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment. As long as the total cost limit described in this Plan is not exceeded, line item costs of eligible activities may be adjusted after the date this Plan is approved by the City of Lansing City Council.

5. Captured Taxable Value and Tax Increment Revenues

The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local and state tax revenues generated by the Property redevelopment and captured by the LBRA. The LBRA will not be obligated to reimburse the Developer for Eligible Activities completed after December 31, 2018. Reimbursement of Eligible Activities completed after December 31, 2018 will be evaluated by the LBRA on a case-by-case basis.
The taxable value of the Property at the completion of this Brownfield Plan was $101,000, which is the initial taxable value for this Plan. The new projected taxable value for 2018 was estimated at $300,000 upon completion of the Project. Estimated taxable values were based on estimates determined by the Project's development team. The actual taxable value will be determined by the City's Assessor after the Project is completed.

It is estimated that the LBRA will capture tax increment revenues from 2018 through 2036 to

reimburse the Developer for the cost of eligible activities, pay for the LBRA's administration of the Plan and make deposits into the LBRA's Local Site Remediation Revolving Fund. Ten percent of the local and state taxes generated by the increase in taxable value will be returned to the taxing units.

The captured incremental taxable value and associated tax increment revenue will be determined by the City Assessor. The actual increased taxable value of the land and all future taxable improvements on the Property may vary. Furthermore, the amount of tax increment revenue available under this Plan will be based on the actual millage levied annually by each local taxing jurisdiction on the increase in tax value resulting from the redevelopment project that is eligible and approved for capture.

6. Method of Brownfield Plan Financing

The Developer is ultimately responsible for providing financing for the costs of eligible activities included in this Plan. At this time, neither the LBRA nor the County of Ingham will advance any funds to finance the eligible activities described in this Plan. However, the Developer is currently pursuing additional financial support through the Michigan Strategic Fund (MSF), Community Revitalization Program (CRP) administered by the Michigan Economic Development Corporation (MEDC). Eligible activities financed by the MEDC are not eligible for reimbursement by the LBRA.

The inclusion of eligible activities and estimates of cost to be reimbursed in this Plan are intended to authorize the Developer to fund such reimbursements. Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities and reimbursement limits described in this Plan.

The LBRA will be reimbursed for its costs to administer the Plan by utilizing 5% of the new local taxes captured per year for the duration of the Plan. The LBRA will also deposit 5% of the new local taxes captured per year for the duration of the Plan for deposit into its Local Site Remediation Revolving Fund (LSRRF). Total deposits into the LSRRF will not exceed the sum total of 5 years of local tax increment revenue.

7. Amount of Note or Bonded Indebtedness Incurred

None.

8. Duration of the Brownfield Plan

Unless amended by the Lansing City Council, the Plan is anticipated to remain in effect until all approved activities in this plan are covered or until the end of the year 2036, whichever occurs first.

9. Estimated Impact on Taxing Jurisdictions

The following table presents a summary of the new tax revenues generated by the taxing jurisdictions whose millage is subject to capture by the LBRA under this Plan. These are estimations based on the residential and commercial components of the proposed redevelopment.

Projected Impact to Taxing Jurisdictions

Taxing Unit	10% of New Taxes to Taxing Units	90% of New Taxes for BRA Administration, LSRRF Deposits and Developer Reimbursement	100% Total New Taxes
Lansing Operating	$ 7,952	$ 71,572	$ 79,524
Ingham County	1,339	12,051	13,389
Ingham County Sum	2,612	23,505	26,116
Airport Authority	286	2,573	2,859
CATA	1,230	11,071	12,301
Capital Area District Library	638	5,743	6,382
Potter Park Zoo	168	1,509	1,677
Lansing Community College	1,557	14,017	15,574
Ingham Inter. School District	1,921	17,288	19,209
Lansing School District Operating	7,331	65,979	73,310
State Education Tax (3 mills)	1,227	11,045	12,272
Subtotals	***$ 26,261***	***$ 236,352***	***$ 262,614***
State Education Tax (3 mills State BRF)*			12,272
City Debt*			1,064
School Debt*			19,022
Subtotal			***$ 32,358***
Total			**$ 294,972**

* Increased by investment, but not captured for TIF reimbursement

Additional information related to the impact of tax increment financing on the various taxing jurisdictions is presented in Table 2.

10. Legal Description & Site Map

The Property location and boundaries are shown on Figures 1 and 2. The legal description of the Property is provided in Attachment A.

11. Personal Property

This Brownfield Plan will capture incremental tax revenues resulting from personal property to the extent they are available.

12. Displacement of Persons

No persons will be displaced as a result of this project.

13. LBRA Local Site Remediation Revolving Fund

No Local Site Remediation Revolving Funds will be used on this Brownfield Project. The LBRA will deposit 5% the new local taxes captured per year for the duration of the Plan into the LBRA's Local Site Remediation Revolving Fund as permitted by Act 381 of 1996, as amended ("the Act").

14. Other Information

The LBRA and the Lansing City Council, in accordance with the Act, may amend this Plan in the future in order to fund additional eligible activities associated with the Project described herein.

FIGURES

Figure 1: Property Location Map

Figure 2: Property Boundary Map

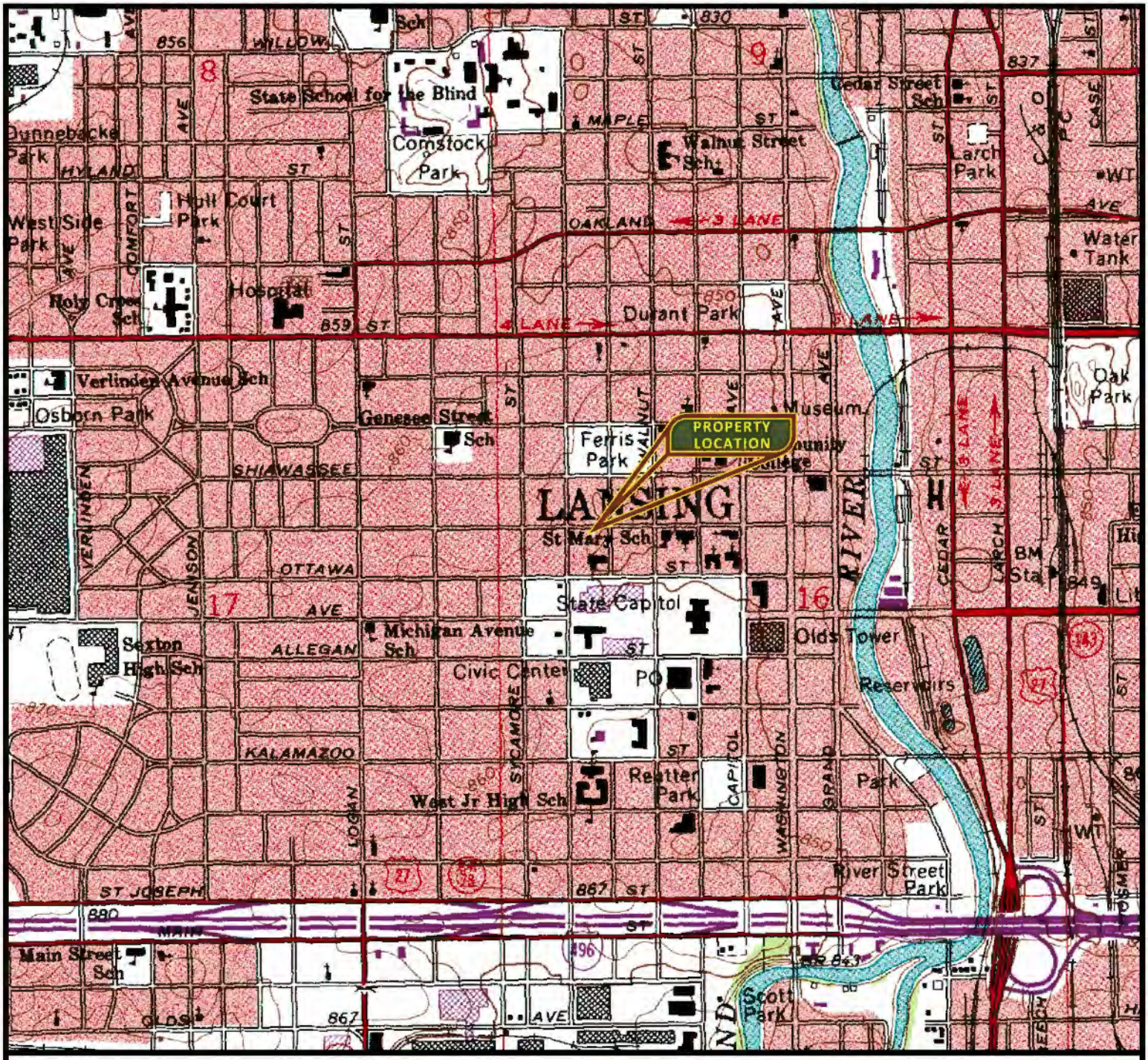

FIGURE 1
PROPERTY LOCATION

TRI TERRA

513-519 WEST IONIA STREET
LANSING, MICHIGAN 48823

INGHAM COUNTY
T. 04 N., R 02 W., Section 16

PROJECT NUMBER: 15-1432

1000 0 1000 2000 ft

ADAPTED FROM MI GEOGRAPHIC DATA LIBRARY DRG

1:16,000

TRI TERRA

FIGURE 1

PROPERTY ORIENTATION DIAGRAM

PROJECT NUMBER: 15-1432

513 WEST IONIA STREET
LANSING, MICHIGAN 48933

DIAGRAM CREATED BY: RD DATE: 4/17/2015

TABLES

Table 1: Brownfield Eligible Activities

Table 2: Schedule Tax Increment Revenue

Table 1
Brownfield Eligible Activities
513 Ionia Street
Lansing, MI
February 20*, 2017*

		INCREMENTAL TAX CAPTURE			
STATE AND LOCAL ELIGIBLE ACTIVITIES	**COST**	**STATE/SCHOOL**		**LOCAL**	
NON-ENVIRONMENTAL					
Asbestos Survey and Abatement	$ 41,000	35.80%	$ 14,678	64.20%	$ 26,322
Demolition - Interior of Building	$ 65,000	35.80%	$ 23,270	64.20%	$ 41,730
Site Preparation	$ 32,000	35.80%	$ 11,456	64.20%	$ 20,544
Infrastructure Improvements	$ 42,800	35.80%	$ 15,322	64.20%	$ 27,478
Non-Environmental Subtotal:	**$ 180,800**		**$ 64,726**		**$ 116,074**
Contingency (15%)	$ 27,120	35.80%	$ 9,709	64.20%	$ 17,411
Brownfield Plan Preparation/Act 381 Work Plan	$ 12,500	35.80%	$ 4,475	64.20%	$ 8,025
GRAND TOTAL - ELIGIBLE ACTIVITIES:	**$ 220,420**		**$ 78,910**		**$ 141,510**

NOTES:

These costs and revenue projections should be considered approximate estimates based on expected conditions and available information.
We cannot guarantee that the costs and revenue projections will not vary from these estimates

Contigency calculation excluded from Brownfield Plan and Act 381 Work Plan activities.

Table 2
Schedule of Tax Increment Revenue
513 Ionia Street
Lansing, MI
February 20, 2017

	Calendar Year	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
	Plan Year		1	2	3	4	5	6	7	8	9	10	11	12	13
Initial Taxable Value (TV)		$ 101,000	$ 101,000	$ 101,000	$ 101,000	$ 101,000	$ 101,000	$ 101,000	$ 101,000	$ 101,000	$ 101,000	$ 101,000	$ 101,000	$ 101,000	$ 101,000
Projected Annual Increase in TV				1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
Projected TV		$ 101,000	$ 300,000	$ 303,000	$ 306,030	$ 309,090	$ 312,181	$ 315,303	$ 318,456	$ 321,641	$ 324,857	$ 328,106	$ 331,387	$ 334,701	$ 338,048
Total Captured TV		$ -	$ 199,000	$ 202,000	$ 205,030	$ 208,090	$ 211,181	$ 214,303	$ 217,456	$ 220,641	$ 223,857	$ 227,106	$ 230,387	$ 233,701	$ 237,048
Annual TIF Revenue by Taxing Jurisdiction	**Millage Rate**														
Local Capture															
Lansing Operating	19.4400	$ -	$ 3,869	$ 3,927	$ 3,986	$ 4,045	$ 4,105	$ 4,166	$ 4,227	$ 4,289	$ 4,352	$ 4,415	$ 4,479	$ 4,543	$ 4,608
Ingham County	3.2731	$ -	$ 651	$ 661	$ 671	$ 681	$ 691	$ 701	$ 712	$ 722	$ 733	$ 743	$ 754	$ 765	$ 776
Ingham County Sum	6.3842	$ -	$ 1,270	$ 1,290	$ 1,309	$ 1,328	$ 1,348	$ 1,368	$ 1,388	$ 1,409	$ 1,429	$ 1,450	$ 1,471	$ 1,492	$ 1,513
Airport Authority	0.6990	$ -	$ 139	$ 141	$ 143	$ 145	$ 148	$ 150	$ 152	$ 154	$ 156	$ 159	$ 161	$ 163	$ 166
CATA	3.0070	$ -	$ 598	$ 607	$ 617	$ 626	$ 635	$ 644	$ 654	$ 663	$ 673	$ 683	$ 693	$ 703	$ 713
Capital Area District Library	1.5600	$ -	$ 310	$ 315	$ 320	$ 325	$ 329	$ 334	$ 339	$ 344	$ 349	$ 354	$ 359	$ 365	$ 370
Potter Park Zoo	0.4100	$ -	$ 82	$ 83	$ 84	$ 85	$ 87	$ 88	$ 89	$ 90	$ 92	$ 93	$ 94	$ 96	$ 97
Lansing Community College	3.8072	$ -	$ 758	$ 769	$ 781	$ 792	$ 804	$ 816	$ 828	$ 840	$ 852	$ 865	$ 877	$ 890	$ 902
Ingham Intermediate School District	4.6956	$ -	$ 934	$ 949	$ 963	$ 977	$ 992	$ 1,006	$ 1,021	$ 1,036	$ 1,051	$ 1,066	$ 1,082	$ 1,097	$ 1,113
School Capture															
School Operating	17.9208	$ -	$ 3,566	$ 3,620	$ 3,674	$ 3,729	$ 3,785	$ 3,840	$ 3,897	$ 3,954	$ 4,012	$ 4,070	$ 4,129	$ 4,188	$ 4,248
State Education Tax (SET)	6.0000	$ -	$ 1,194	$ 1,212	$ 1,230	$ 1,249	$ 1,267	$ 1,286	$ 1,305	$ 1,324	$ 1,343	$ 1,363	$ 1,382	$ 1,402	$ 1,422
Total Millage	67.1969														
Total Capture Available															
Local Tax Capture Available		$ -	$ 8,612	$ 8,742	$ 8,873	$ 9,005	$ 9,139	$ 9,274	$ 9,411	$ 9,548	$ 9,688	$ 9,828	$ 9,970	$ 10,114	$ 10,258
Sub-total State Tax Capture Available		$ -	$ 4,760	$ 4,832	$ 4,904	$ 4,978	$ 5,052	$ 5,126	$ 5,202	$ 5,278	$ 5,355	$ 5,433	$ 5,511	$ 5,590	$ 5,670
Capture for State Brownfield Redevelopment Fund (3 mills of SET) (25-Yrs)		$ -	$ 597	$ 606	$ 615	$ 624	$ 634	$ 643	$ 652	$ 662	$ 672	$ 681	$ 691	$ 701	$ 711
State Tax Capture Available		$ -	$ 4,163	$ 4,226	$ 4,289	$ 4,353	$ 4,418	$ 4,483	$ 4,549	$ 4,616	$ 4,683	$ 4,751	$ 4,820	$ 4,889	$ 4,959
Local Tax Increment to Taxing Units (10%)		$ -	$ 861	$ 874	$ 887	$ 901	$ 914	$ 927	$ 941	$ 955	$ 969	$ 983	$ 997	$ 1,011	$ 1,026
School Tax Increment to Taxing Units (10%)		$ -	$ 416	$ 423	$ 429	$ 435	$ 442	$ 448	$ 455	$ 462	$ 468	$ 475	$ 482	$ 489	$ 496
Local Tax Increment (90%)		$ -	$ 7,751	$ 7,868	$ 7,986	$ 8,105	$ 8,225	$ 8,347	$ 8,470	$ 8,594	$ 8,719	$ 8,845	$ 8,973	$ 9,102	$ 9,233
School Tax Increment (90%)		$ -	$ 3,747	$ 3,803	$ 3,860	$ 3,918	$ 3,976	$ 4,035	$ 4,094	$ 4,154	$ 4,215	$ 4,276	$ 4,338	$ 4,400	$ 4,463
Cumulative Captured Taxes (90%)		$ -	$ 11,498	$ 23,169	$ 35,015	$ 47,038	$ 59,239	$ 71,621	$ 84,185	$ 96,933	$ 109,867	$ 122,988	$ 136,299	$ 149,802	$ 163,498
Reimbursement of BRA Administration Costs															
Capture for BRA Administrative Costs		$ -	$ 388	$ 393	$ 399	$ 405	$ 411	$ 417	$ 423	$ 430	$ 436	$ 442	$ 449	$ 455	$ 462
Capture for BRA Local Site Revolving Loan Fund (LSRRF)		$ -	$ 388	$ 393	$ 399	$ 405	$ 411	$ 417	$ 423	$ 430	$ 436	$ 442	$ 449	$ 455	$ 462
Cumulative BRA Capture		$ -	$ 775	$ 1,562	$ 2,360	$ 3,171	$ 3,993	$ 4,828	$ 5,675	$ 6,534	$ 7,406	$ 8,291	$ 9,188	$ 10,098	$ 11,022
Reimbursement of Remaining Eligible Activities to Developer ($220,420)															
Local/State Annual Total Tax Capture		$ -	$ 10,723	$ 10,884	$ 11,048	$ 11,212	$ 11,379	$ 11,547	$ 11,717	$ 11,889	$ 12,062	$ 12,237	$ 12,414	$ 12,592	$ 12,773
Local/State Remaining Tax Increment Reimbursement		$ 220,420	$ 209,697	$ 198,813	$ 187,766	$ 176,553	$ 165,174	$ 153,627	$ 141,910	$ 130,021	$ 117,960	$ 105,723	$ 93,309	$ 80,716	$ 67,944

Taxes - Proportionality		
Local Taxes	43.2761	64.40%
State Taxes	23.9208	35.60%
Total	67.1969	100.00%

Debt Millage - Not Captured - New Tax Revenue															
Lansing Debt	0.2600	$ -	$ 52	$ 53	$ 53	$ 54	$ 55	$ 56	$ 57	$ 57	$ 58	$ 59	$ 60	$ 61	$ 62
Lansing School Debt	4.6500	$ -	$ 925	$ 939	$ 953	$ 968	$ 982	$ 997	$ 1,011	$ 1,026	$ 1,041	$ 1,056	$ 1,071	$ 1,087	$ 1,102
Cumulative Debt Millage Capture	4.9100	$ -	$ 977	$ 1,969	$ 2,976	$ 3,997	$ 5,034	$ 6,086	$ 7,154	$ 8,238	$ 9,337	$ 10,452	$ 11,583	$ 12,730	$ 13,894

Table 2
Schedule of Tax Increment Revenue
513 Ionia Street
Lansing, MI
February 20, 2017

	Calendar Year	2031	2032	2033	2034	2035	2036	
	Plan Year	14	15	16	17	18	19	
Initial Taxable Value (TV)		$ 101,000	$ 101,000	$ 101,000	$ 101,000	$ 101,000	$ 101,000	
Projected Annual Increase in TV		1%	1%	1%	1%	1%	1%	
Projected TV		$ 341,428	$ 344,842	$ 348,291	$ 351,774	$ 355,291	$ 358,844	
Total Captured TV		$ 240,428	$ 243,842	$ 247,291	$ 250,774	$ 254,291	$ 24,333	
Annual TIF Revenue by Taxing Jurisdiction	**Millage Rate**							Total
Local Capture								
Lansing Operating	19.4400	$ 4,674	$ 4,740	$ 4,807	$ 4,875	$ 4,943	$ 473	$ 79,524
Ingham County	3.2731	$ 787	$ 798	$ 809	$ 821	$ 832	$ 80	$ 13,389
Ingham County Sum	6.3842	$ 1,535	$ 1,557	$ 1,579	$ 1,601	$ 1,623	$ 155	$ 26,116
Airport Authority	0.6990	$ 168	$ 170	$ 173	$ 175	$ 178	$ 17	$ 2,859
CATA	3.0070	$ 723	$ 733	$ 744	$ 754	$ 765	$ 73	$ 12,301
Capital Area District Library	1.5600	$ 375	$ 380	$ 386	$ 391	$ 397	$ 38	$ 6,382
Potter Park Zoo	0.4100	$ 99	$ 100	$ 101	$ 103	$ 104	$ 10	$ 1,677
Lansing Community College	3.8072	$ 915	$ 928	$ 941	$ 955	$ 968	$ 93	$ 15,574
Ingham Intermediate School District	4.6956	$ 1,129	$ 1,145	$ 1,161	$ 1,178	$ 1,194	$ 114	$ 19,209
School Capture								
School Operating	17.9208	$ 4,309	$ 4,370	$ 4,432	$ 4,494	$ 4,557	$ 436	$ 73,310
State Education Tax (SET)	6.0000	$ 1,443	$ 1,463	$ 1,484	$ 1,505	$ 1,526	$ 146	$ 24,545
Total Millage	67.1969							**$ 274,886**
Total Capture Available								
Local Tax Capture Available		$ 10,405	$ 10,553	$ 10,702	$ 10,853	$ 11,005	$ 1,053	
Sub-total State Tax Capture Available		$ 5,751	$ 5,833	$ 5,915	$ 5,999	$ 6,083	$ 582	
Capture for State Brownfield Redevelopment Fund (3 mills of SET) (25-Yrs)		$ 721	$ 732	$ 742	$ 752	$ 763	$ 73	$ 12,272
State Tax Capture Available		$ 5,030	$ 5,101	$ 5,174	$ 5,246	$ 5,320	$ 509	
Local Tax Increment to Taxing Units (10%)		$ 1,040	$ 1,055	$ 1,070	$ 1,085	$ 1,100	$ 105	$ 17,703
School Tax Increment to Taxing Units (10%)		$ 503	$ 510	$ 517	$ 525	$ 532	$ 51	$ 8,558
Local Tax Increment (90%)		$ 9,364	$ 9,497	$ 9,632	$ 9,767	$ 9,904	$ 948	
School Tax Increment (90%)		$ 4,527	$ 4,591	$ 4,656	$ 4,722	$ 4,788	$ 458	
Cumulative Captured Taxes (90%)		$ 177,389	$ 191,478	$ 205,765	$ 220,254	$ 234,947	$ 236,353	
Reimbursement of BRA Administration Costs								
Capture for BRA Administrative Costs		$ 468	$ 475	$ 482	$ 488	$ 495	$ 47	
Capture for BRA Local Site Revolving Loan Fund (LSRRF)		$ 468	$ 475	$ 482	$ 488	$ 495	$ 47	
Cumulative BRA Capture		$ 11,958	$ 12,908	$ 13,871	$ 14,848	$ 15,838	$ 15,933	$ 15,933
Reimbursement of Remaining Eligible Activities to Developer ($220,420)								
Local/State Annual Total Tax Capture		$ 12,955	$ 13,139	$ 13,325	$ 13,512	$ 13,702	$ 1,311	$ 220,420
Local/State Remaining Tax Increment Reimbursement		$ 54,989	$ 41,850	$ 28,526	$ 15,013	$ 1,311	$ 0	**$ 274,886**

Debt Millage - Not Captured - New Tax Revenue								
Lansing Debt	0.2600	$ 63	$ 63	$ 64	$ 65	$ 66	$ 6	$ 1,064
Lansing School Debt	4.6500	$ 1,118	$ 1,134	$ 1,150	$ 1,166	$ 1,182	$ 113	$ 19,022
Cumulative Debt Millage Capture	4.9100	$ 15,075	$ 16,272	$ 17,486	$ 18,718	$ 19,966	$ 20,086	**$ 20,086**
								$ 294,972

Attachment A

Legal Description of the Property

ATTACHMENT A

Legal Description of the Property
513 W. Ionia Street
Lansing, MI

Tax ID	Property Address	Legal Description
33-01-01-16-157-081	513 W. Ionia Street	W 2 R LOTS 1 & 2 ALSO E 55 FT LOTS 11 & 12 BLOCK 92 ORIG PLAT

513 W IONIA ST LANSING, MI 48933 (Property Address)

Parcel Number: 33-01-01-16-157-081

Item **1** of **5** 3 Images / 2 Sketches

Property Owner: TESSERIS SPIRO N & SOPHIA

Summary Information

> Commercial/Industrial Building Summary
- Yr Built: 1927
- # of Buildings: 2
- Total Sq.Ft.: 9,132

> Property Tax Information found

> Assessed Value: $101,000 | Taxable Value: $101,000

> 1 Building Department records found across 1 property

Owner and Taxpayer Information

Owner	TESSERIS SPIRO N & SOPHIA 1832 ASBURY AVE EVANSTON, IL 60201	**Taxpayer**	515 IONIA L L C 1219 1/2 TURNER ST LANSING, MI 48906

General Information for Tax Year 2016

Property Class	COMMERCIAL	**Unit**	33 CITY OF LANSING - INGHAM
School District	LANSING	**Assessed Value**	$101,000
MAP #	B -0092 -0038	**Taxable Value**	$101,000
TOP TEN	*Not Available*	**State Equalized Value**	$101,000
NEW PERMITS	*Not Available*	**Date of Last Name Change**	08/14/2015
USER ALPHA 3	*Not Available*	**Notes**	*Not Available*
Historical District	*Not Available*	**Census Block Group**	*Not Available*
TYPE CODE	*Not Available*		

Principal Residence Exemption Information

Homestead Date	12/30/1997

Principal Residence Exemption	June 1st	Final
2016	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2015	$96,500	$96,500	$96,500
2014	$153,400	$153,400	$119,102
2013	$143,800	$143,800	$117,227

Land Information

Zoning Code	*Not Available*	**Total Acres**	0.267
Land Value	$52,200	**Land Improvements**	$3,154
Renaissance Zone	No	**Renaissance Zone Expiration Date**	*Not Available*
ECF Neighborhood	R225-DOWNTOWN-RETAIL	**Mortgage Code**	*Not Available*
Lot Dimensions/Comments	*Not Available*	**Neighborhood Enterprise Zone**	No

Lot(s)	Frontage	Depth
No lots found.		
	Total Frontage: 0.00 ft	**Average Depth: 0.00 ft**

Legal Description

W 2 R LOTS 1 & 2 ALSO E 55 FT LOTS 11 & 12 BLOCK 92 ORIG PLAT

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
07/20/2015	$145,000.00	LC	TESSERIS SPIRO N & SOPHIA	515 IONIA L L C	L C	2015 028599
09/12/1984	$0.00	LC	NATIONAL CITY BANK OF MI/IL	TESSERIS SPIRO N & SOPHIA	1ST SALE AFTER BANK	3028-839

Building Information - 5244.00 sq ft Store, Retail (Commercial)

Floor Area	5,244 sq ft	**Estimated TCV**	*Not Available*
Occupancy	Store, Retail	**Class**	C
Stories Above Ground	2	**Average Story Height**	10 ft
Basement Wall Height	*Not Available*	**Identical Units**	*Not Available*
Year Built	1927	**Year Remodeled**	*Not Available*
Percent Complete	0%	**Heat**	Forced Air Furnace
Physical Percent Good	37%	**Functional Percent Good**	75%
Economic Percent Good	80%	**Effective Age**	62 yrs

Building Information - 3888.00 sq ft Store, Retail (Commercial)

Floor Area	3,888 sq ft	**Estimated TCV**	*Not Available*
Occupancy	Store, Retail	**Class**	C
Stories Above Ground	2	**Average Story Height**	12 ft
Basement Wall Height	*Not Available*	**Identical Units**	*Not Available*
Year Built	1927	**Year Remodeled**	*Not Available*
Percent Complete	0%	**Heat**	Package Heating & Cooling
Physical Percent Good	37%	**Functional Percent Good**	75%
Economic Percent Good	80%	**Effective Age**	62 yrs

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Attachment B

Letter of Functional Obsolescence

Virg Bernero, Mayor

CITY ASSESSORS OFFICE
Sharon L Frischman, Assessor
3rd Floor City Hall
124 West Michigan Avenue
Lansing, Michigan 48933
(517) 483-4020
FAX: (517) 483-4101
www.lansingmi.gov/pubserv

Address: 513 and 515 W Ionia St.

Parcel No.: 33-01-01-16-157-081

RE: Statement of Obsolescence

This property has been reviewed and inspected by the City of Lansing Assessing Department. The buildings at this location are two story buildings completely separate of each other but assessed on one tax parcel.

The heating and electrical systems are out of date and need modernization.
The second level floors are not well supported and are uneven.
The ceilings are caving in. The second level has not been occupied in a very long time and is not habitable now.

I have determined that this (these) buildings suffer from more than 50% functional obsolescence both together and separately.

Sharon L Frischman, MMAO (4), MCPPE, MCGA

Date: 1/30/17

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on **May 22, 2017** at 7:00 p.m. in the City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the approval of Brownfield Plan #69 – 221 West Saginaw Avenue Redevelopment Project pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for property commonly referred to as 221 West Saginaw Avenue located in the City of Lansing, but more particularly described as:

221 West Saginaw Avenue Lansing, MI 48933. Parcel number 33-01-01-16-127-001; LOT 8 & N 1 R LOT 7 BLOCK 63 ORIG PLAT

Approval of this Brownfield Plan will enable the Lansing Brownfield Redevelopment Authority to capture incremental tax increases which result from the redevelopment of the property to pay for costs associated therewith. Further information regarding this issue, including maps, plats, and a description of the brownfield plan will be available for public inspection and may be obtained from Karl Dorshimer – Director of Economic Development, Lansing Economic Area Partnership, 1000 South Washington, Suite 201, Lansing, MI 48912, (517) 702-3387.

For more information, please call Lansing City Council at 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., on the day of the Public Hearing at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, Lansing City Clerk
www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope

Lansing Brownfield Redevelopment Authority

Brownfield Plan #69

221 West Saginaw Avenue Redevelopment

Motion Properties, LLC
610 & 614 Seymour Avenue
Lansing, Michigan 48933

Prepared By:

Lansing Brownfield Redevelopment Authority
1000 S. Washington Ave., Suite 201 – Krentel Building
Lansing, Michigan 48910
Contact Person: Eric Pratt
eric@purelansing.com
Phone: 517-643-1564

April 3, 2017

Approved by the LBRA on _____

Approved by the Lansing City Council on_____

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1. Introduction and Purpose
2. Eligible Property Information
3. Proposed Redevelopment
4. Brownfield Conditions
5. Brownfield Plan Elements
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    - B. Summary of Eligible Activities
    - C. Estimate of Captured Taxable Values and Tax Increment Revenues
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    - I. Estimate of Residents and Displacement of Individuals / Families
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    - K. Provisions for Relocation Costs
    - L. Strategy for Compliance with Michigan Relocation Assistance Law
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FIGURE:
Figure 1: Property Boundary Diagram

TABLE:
Table 1 - Eligible Property

ATTACHMENT:
Attachment A – Legal Description of the Property
Attachment B – Statement of Functional Obsolescence

1. INTRODUCTION AND PURPOSE

The City of Lansing Brownfield Redevelopment Authority (the "Authority"), duly established by resolution of the Lansing City Council, pursuant to the State of Michigan Public Act 381 of 1996, MCLA 125.2651 et. Seq., as amended (Act 381), otherwise known as the "Brownfield Redevelopment Financing Act", is authorized to exercise its powers within the City of Lansing, Michigan. The purpose of this Plan, to be implemented by the Authority, is to satisfy the requirements for a Brownfield Plan as specified in Act 381.

The sole purpose of the Plan is to allow the Authority to make a loan to the Motion Properties, LLC (the "Developer") from the Authority's Local Site Remediation Revolving Loan (LSRRL) fund, to pay for brownfield related costs (Eligible Activities) required to redevelop the eligible property located at 221 West Saginaw Avenue in the City of Lansing, Michigan, (the "Property"). This loan will not be paid back by the use of tax capture but rather directly by the Developer. Any proposed redevelopment of the Property will only be economically viable with the support and approval of the brownfield redevelopment incentives described herein. The location of the Property is depicted on Figure 1.

The Developer has already been granted an Obsolete Property Rehabilitation Act (OPRA) Certificate by the Lansing City Council for the project. The loan from the Authority will allow the Developer to fund the remediation of unexpected environmental conditions encountered on the redevelopment project.

II. ELIGIBLE PROPERTY INFORMATION

The Property is fully defined in the following table and in Attachment A.

Table 1 - Eligible Property

Address	Associated Address	PPN	Basis of Eligibility
221 W. Saginaw Ave	221 W. Saginaw Ave	33-01-01-16-127-001	Functionally Obsolete

The Property is located within the boundaries of the City of Lansing and is surrounded by residential properties. Property layout and boundaries are depicted on Figure 1. The legal description of the Property is included in Attachment A.

The Property consist of a .365-acre parcel of land with a one-story former church and a two-story residential dwelling converted to offices; totaling 5,611 square feet. The structures were constructed around the 1900's and were used for both worship and residential purposes. The property has been vacant since 2015.

The Property is considered an "eligible property," as defined by Act 381, Section 2 because: (a) the property was previously utilized as a commercial property; (b) it is located within the City of Lansing, a qualified local government unit under MCL 125.2782(k); and (c) the property has been determined to be "functionally obsolete," as defined in Section 2(s) of Act 381. Refer to Attachment B, Letter of Functional Obsolescence.

III. PROPOSED REDEVELOPMENT

The project at 221 West Saginaw in Lansing will be the new headquarters of M3 Group. Currently, M3 Group, a branding and publications agency established in 2002, is located at 610 and 614 Seymour Ave. M3 Group has used the two buildings to grow over the last 14 years. At 25 full-time employees, the two buildings are inefficient and becoming too small.

The new renovation project proposed at 221 West Saginaw would put all M3 Group employees under one roof with room to grow. Specifics for the project include: creating additional windows in the lower level; updating the HVAC, electric and plumbing; creating a mezzanine level to add additional square footage and making use of the vaulted ceilings; newly insulated walls, ceiling and floors; and develop an open environment that is suitable for a creative team to thrive.

The Lansing City Council has already approved a 12-year Obsolete Property Rehabilitation Act (OPRA) Certificate for the building. An OPRA Certificate is a property tax exemption to assist in the rehabilitation of a commercial building. Under the OPRA program, the taxable value of the building is frozen over the life of the certificate. It is estimated that the total cost of this exemption is $100,083.00.

IV. BROWNFIELD CONDITIONS

The Developer intends to finance activities at the Property that are considered "eligible activities," as defined by Section 2 of Act 381 and include asbestos abatement, lead based paint abatement and site preparation.

The costs of eligible activities included in, and authorized by, this Plan will be financed by the LBRA, through its Local Site Remediation Revolving Loan fund and the Developer will repay this loan, subject to the terms and conditions described in this Plan and the terms of the Loan Agreement between the Developer and the Authority (the "Loan Agreement"). The total cost of activities eligible is $40,000.00.

V. BROWNFIELD PLAN ELEMENTS

A. Description of Costs to Be Paid for With Tax Increment Revenues

This Plan does not allow for any Eligible Activities to be reimbursed with tax increment revenues from the redevelopment project.

B. Summary of Eligible Activities

Eligible Activities

Non-Environmental

Asbestos Abatement……$25,000.00

Lead Base Paint Abatement……..$10,000.00

Site Preparation Activities……$ 5,000.00

Total Non-Environmental……$40,000.00

Total Amount of Eligible Activities……$40,000.00

The costs listed above are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for use of Local Site Remediation Revolving Loan funds by the Authority shall be governed by the terms of a Loan Agreement. No costs will be qualified as an eligible activity excerpt to the extent permitted in accordance with the terms and conditions of the Loan Agreement and Section 2 of Act 381 of 1996, as amended (MCL 125.2652). As long as the total cost limited described in this Plan is not exceeded, line item costs of eligible activities may be adjusted by the Authority after the date this Plan is approved by the City of Lansing City Council.

C. Estimate of Captured Taxable Value and Tax Increment Revenues

This Plan does not anticipate the capture of any taxable value, or tax increment revenues.

D. Method of Financing and Description of Advances Made by the Authority

The Developer is ultimately responsible for providing financing for the costs of eligible activities included in this Plan. However, to assist with the abatement of the eligible activities, the Authority intends to advance the total cost of the eligible activities, through the Local Site Remediation

Revolving Fund (LSRRF). These funds will be paid back to the Authority by the Developer in accordance with the terms and conditions of the Loan Agreement. The Authority will then deposit these payments back into its LSRRF.

E. Maximum Amount of Note or Bonded Indebtedness

None.

F. Duration of the Brownfield Plan

Unless amended by the Lansing City Council, the Plan is anticipated to remain in effect until all approved activities in the Plan are covered, or until the end of the year 2027, whichever occurs first.

G. Estimated Impact on Taxing Jurisdictions

None.

H. Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

The Property location and boundaries are shown on Figure 1. The legal description of the Property is provided in Attachment A. Further, this Plan does not anticipate the capture of any tax increment revenues resulting from personal property.

I. Plan for Relocation of Displaced Persons

No person will be displaced as a result of this project, or Plan.

J. Provisions for Relocation Costs

None.

K. Strategy for Compliance with Michigan's Relocation Assistance Law

None.

L. Description of Proposed Use of LBRA Local Site Remediation Revolving Fund

The Authority intends to use its Local Site Remediation Revolving Fund (LSRRF) to finance the cost of the eligible activities described in this Brownfield Plan. The Developer will then repay the Authority these funds in accordance with the terms and conditions of the Loan Agreement. The Authority will then deposit those loan payments back into the LSRRF.

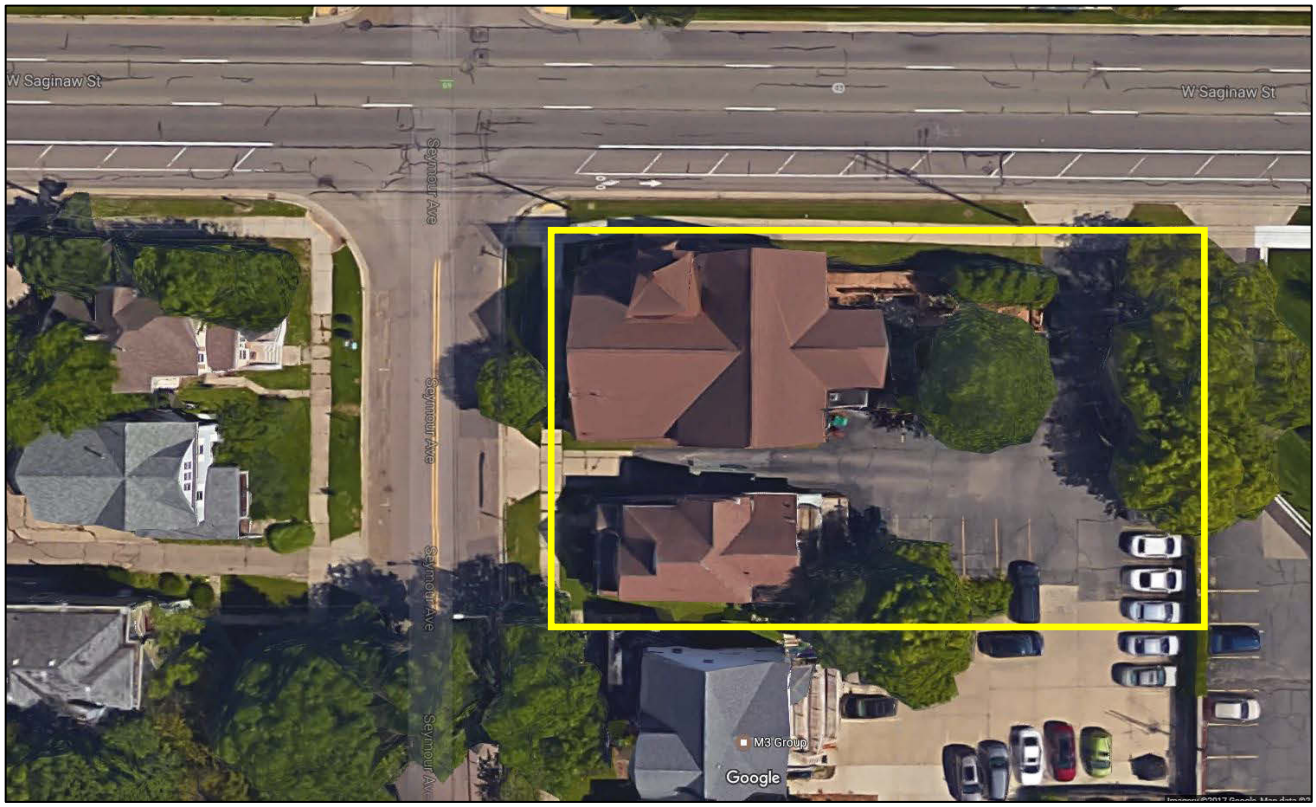
M. Other Material that the Authority of Governing Body Considers Pertinent

The Lansing Brownfield Authority and the Lansing City Council, in accordance with the Act, may amend this Plan in the future in order to fund additional eligible activities associated with the Project described herein.

FIGURE

Figure 1: Property Boundary Map

FIGURE 1
Property Boundary Map



TABLE

Table 1: Brownfield Eligible Activities

Table 1
Brownfield Eligible Activities
221 West Saginaw Avenue
Lansing, Michigan
March 31, 2017

STATE AND LOCAL ELIGIBLE ACTIVITIES	
NON-ENVIRONMENTAL	
Asbestos Abatement	$ 25,000.00
Lead Base Paint Abatement	$ 10,000.00
Site Preparation Activities	$ 5,000.00
Total Amount of Eligible Activities	**$ 40,000.00**

ATTACHMENT A

Legal Description of the Property

ATTACHMENT A

LEGAL DESCRIPTION OF PROPERTY

221 West Saginaw Avenue
Lansing, Michigan

PPN	Property Address	Legal Description
33-01-01-16-127-001	221 West Saginaw Avenue	LOT 8 & N 1 R LOT 7 BLOCK 63 ORIG PLAT

ATTACHMENT B

Statement of Functional Obsolescence

Virg Bernero, Mayor

CITY OF LANSING
ASSESSING DEPARTMENT
Sharon L Frischman, Assessor
3rd Floor, City Hall
124 W. Michigan Ave.
Lansing, MI 48933
517-483-4020

June 9, 2016

Statement of Functional Obsolescence
In Compliance with the Obsolete Property Rehabilitation Act (OPRA)
P.A. 146 of 2000

Address: 221 W. Saginaw
Parcel #: 33-01-01-16-127-001
Owner: Connemara Properties LLC

RE: Statement of Obsolescence

The subject has two structures currently on this parcel. The main building is a one story former church and secondary building is a two story residential dwelling converted to offices. Assessing office personnel only performed an interior/exterior inspection of the church building. According to the potential buyer, the former residential structure suffers from extensive deferred maintenance; the future plans are to demolish this structure and use for parking. The church building was built around 1900. The windows and doors are old and inefficient to today's standards. The single pane windows do not open and the doors do not close tightly. The electrical, mechanical and plumbing are also inefficient for today's standards. Part of the electrical system may be knob and tube. Because the building was originally built as a church it is functionally obsolete to be used as an office due in part to the higher than normal ceiling heights and other characteristics that are not typically found in a modern office building. It is the opinion of this assessor that this building suffers more than 50% functional obsolescence.

Sharon Frischman, MMAO
City of Lansing Assessor

Date: June 9, 2016

CITY OF LANSING
NOTICE OF PUBLIC HEARING

The Lansing City Council will hold a public hearing on **Monday, May 22, 2017**, at 7:00 p.m. in Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan to consider an Ordinance of the City of Lansing, Michigan, to amend Chapter 622, Section 622.01 of the Lansing Codified Ordinances by excluding drug paraphernalia distributed by a Federal, State or Local government agency to prevent the transmission of infectious agents.

For more information, please call Lansing City Council at 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., on the day of the Public Hearing at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, Lansing City Clerk
www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope

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April 26, 2017

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND CHAPTER 622, SECTION 622.01, OF THE LANSING CODIFIED ORDINANCES BY EXCLUDING DRUG PARAPHERNALIA DISTRIBUTED BY A FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY TO PREVENT THE TRANSMISSION OF INFECTIOUS AGENTS.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 622, Section 622.01(e) of the Codified Ordinances of the City of Lansing, Michigan, be and is hereby amended to read as follows:

622.01. - Drug paraphernalia.

(a) *Drug Paraphernalia Defined.*

(1) As used in this section, "drug paraphernalia" means all equipment, products and materials of any kind which are used, intended for use or designed for use in planting, propagating, cultivating, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance in violation of State or local law. It includes, but is not limited to:

A. Blenders, bowls, containers, spoons and mixing devices used, intended for use or designed for use in compounding controlled substances;

B. Capsules, balloons, envelopes and other containers used, intended for use or designed for use in packaging small quantities of controlled substances;

C. Containers and other objects used, intended for use or designed for use in storing or concealing controlled

substances;

D. Diluents and adulterants, such as quinine hydrochloride, mannitol, mannite, dextrose and lactose, used, intended for use or designed for use in cutting controlled substances;

E. lsomerization devices used, intended for use or designed for use in increasing the potency of any species of plant which is a controlled substance;

F. Kits used, intended for use or designed for use in manufacturing, compounding, converting, producing, processing or preparing controlled substances;

G. Kits used, intended for use or designed for use in planting, propagating, cultivating, growing or harvesting any species of plant which is a controlled substance or from which a controlled substance can be derived;

H. Objects used, intended for use or designed for use in ingesting, inhaling or otherwise introducing marijuana, cocaine, hashish or hashish oil into the human body, such as:

1. Air driven pipes;
2. Bongs;
3. Carburetion tubes and devices;
4. Carburetor pipes;
5. Chamber pipes;
6. Chillums;
7. Electric pipes;
8. Ice pipes or chillers;
9. Metal, wooden, acrylic, glass, stone, plastic or ceramic pipes, with or without screens, permanent screens, hashish heads or punctured meta l bowls;
10. Miniature cocaine spoons and cocaine vials;

11. Roach clips, meaning objects used to hold burning materials, such as marijuana cigarettes, that have become too small or too short to be held in the hand;

12. Smoking and carburetion masks; and

13. Water pipes

J. Scales and balances used, intended for use or designed for use in weighing or measuring controlled substances;

K. Separation gins and sifters used, intended for use or designed for use in removing twigs and seeds from, or otherwise cleaning or refining, marijuana; and

L. Testing equipment used, intended for use or designed for use in identifying or in analyzing the strength, effectiveness or purity of controlled substances.

(2) In determining whether an object is "drug paraphernalia," a court or other authority shall consider, in addition to all other logically relevant factors, the following:

A. Statements by an owner or by anyone in control of the object concerning its use;

B. Prior convictions, if any, of an owner or of anyone in control of the object, under any State or Federal law relating to controlled substances;

C. The proximity of the object, in time and space, to a direct violation of State law;

D. The proximity of the object to controlled substances;

E. The existence of any residue of controlled substances on the object;

F. Direct or circumstantial evidence of the intent of an owner, or of anyone in control of the object to deliver it to persons whom he or she knows intends to use the object to facilitate a violation of State or local law. The innocence of an owner or of anyone in control of the object, as to a direct violation of State law, shall not prevent a

finding that the object is intended for use or designed for use as drug paraphernalia.

G. Instruction, oral or written, provided with the object concerning its use;

H. Descriptive materials accompanying the object which explain or depict its use;

I. National and local advertising concerning its use;

J. The manner in which the object is displayed for sale;

K. Whether the owner or anyone in control of the object is a legitimate supplier of like or related items to the community, such as a licensed distributor of or dealer in tobacco products;

L. Direct or circumstantial evidence of the ratio of sales of the object to the total sales of the business enterprise;

M. The existence and scope of legitimate uses for the object in the community; and

N. Expert testimony concerning its use.

(b) *Possession.* No person shall use, or possess with intent to use, drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of State or local law.

(c) *Manufacture, Delivery or Sale.* No person shall deliver, sell, process with intent to deliver or sell, or manufacture with intent to deliver or sell, drug paraphernalia, knowing that it will be used to plant, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of State law.

(d) *Advertisement.* No person shall place in any newspaper, magazine, handbill, sign, poster or other publication, any advertisement, knowing that the purpose of the advertisement, in whole or in part, is to promote the sale of objects designed or intended for use as drug paraphernalia.

(e) *Exceptions.* This section shall not apply to manufacturers, wholesalers, jobbers, licensed medical technicians, technologists, nurses, hospitals, research teaching institutions, clinical laboratories, medical doctors, osteopathic physicians, dentists, chiropodists, veterinarians, pharmacists and embalmers in the normal legal course of their respective business or profession, nor to persons suffering from diabetes, asthma or any other medical condition requiring self-injection; NOR INCLUDE DRUG PARAPHERNALIA SOLD, OFFERED FOR SALE, OR GIVEN AWAY BY A FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY, INCLUDING A COUNTY HEALTH DEPARTMENT, TO PREVENT THE TRANSMISSION OF INFECTIOUS AGENTS.

(f) *Civil Forfeiture.* Any drug paraphernalia used, sold, possessed with intent to use or sell, or manufactured with intent to sell, in violation of this section, shall be seized and forfeited and may be destroyed after sixty days.

Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions hereof are hereby repealed.

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

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council.

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Approved as to form:

_____
City Attorney

Dated: _____

BY COUNCIL MEMBERS BROWN CLARKE, DUNBAR, HOUGHTON, HUSSAIN, SPITZLEY, WASHINGTON, WOOD, AND YORKO
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, The Chronicle Newspaper started in May of 1986 with headquarters in Lansing, Michigan; and

WHEREAS, The Chronicle Newspaper aims to provide news and information to the African American community from an African American perspective while supporting diversity and inclusion; and

WHEREAS, The Chronicle Newspaper is published twice monthly, it's a free publication distributed throughout Mid-Michigan in municipal buildings, schools, local businesses, churches, and community centers; and

WHEREAS, the purpose of the newspaper is to make sure the readers receive relevant content on a local, state, national, and international level. Along with making sure the news found within the newspaper directly and indirectly impacts readers' daily lives. With the top priority being to enhance the awareness of African American issues.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council hereby recognizes the 31st Anniversary and Community Awards Ceremony. We greatly appreciate your dedication to the Lansing community and wish you continued success in the coming years.

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BY THE COMMITTEE ON PUBLIC SERVICES
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, Willard K. Walker has been a resident of Lansing, Michigan for forty-five (45) years; and

WHEREAS, Willard served in the United States Army from August 1953 to September 1956, receiving an honorable discharge; and

WHEREAS, Willard served on the Lansing Board of Police Commissioners for seventeen (17) years from 1986 to 2003; and

WHEREAS, Willard received two (2) Masters Degrees from Michigan State University in Labor and Industrial Relations and Urban Counseling; and

WHEREAS, Willard served as a Director of the City of Lansing Human Relations and Community Services Department for four (4) years, and as a Commissioner on Race and Diversity for four (4) years; and

WHEREAS, in 1974 Willard was voted Outstanding Board Member by the Greater Lansing Urban League; and

WHEREAS, in 1978 Willard co-lead work for the creation of the Kappa Youth Football Team; and

WHEREAS, in 1986 Willard received the Key to the City from Mayor Terry J. McKane; and

WHEREAS, in 1986 Willard also received the Distinguished Service Award from the United Negro College Fund's Greater Lansing Black Greek Alumni Council; and he successfully labored to get Dr. Martin Luther King Day a formal holiday in Lansing, Michigan; and

WHEREAS, in 1989 Willard received the Directors Leadership Award from Doug Ross; and

WHEREAS, in 1992 Willard received the Frederick Douglas Award from the National Association of Negro Business and Professional Women's Club; and

WHEREAS, in 1993 Willard was responsible for the partnership with the Lansing School District, Michigan State University, and the State of Michigan's creation of The Young Spartans Program; and

WHEREAS, in 1994 Willard received a Certificate of Appreciation from the Michigan Department of Commerce for his services and contributions to Forest View Elementary students; and

WHEREAS, in 1995 Willard received the Monty Award from the Lansing School District Parent Support Network; and

WHEREAS, in 1996 Willard joined the Lansing School District Mentoring Program; and

WHEREAS, in 1997 Willard had served 27 years with the State of Michigan's Michigan Jobs Commission Office of Workplace Development; and

WHEREAS, in 2003 Willard chaired and formed the original committee to promote Race and Diversity, not only in the City of Lansing, but in the entire Tri-County and surrounding areas; and

WHEREAS, in 2004 Willard received the President's Award from the American Society for Public Administration-Michigan Capital Area Chapter, for outstanding commitment to the People of Michigan; and

WHEREAS, in 2007 Willard received an Appreciation for Commitment to Social Justice Award from the Greater Lansing Area Commission on Race and Diversity; and

WHEREAS, in 2010 Willard received The Mover and Shaker Award from the Ingham County Initiative; and

WHEREAS, Willard's lifetime of excellence, service, dedication and generosity to the residents and youth of the City of Lansing is limitless; and

WHEREAS, the Memorial Review Board agreed to defer the decision to the Park Board; and

WHEREAS, at the regular January 11, 2017 Park Board meeting the board members approved with a 7 to 0 vote to recognize Willard Walker's contribution to the Lansing community by naming the sports complex at Risdale Park the Willard K. Walker Stadium; and

NOW, THEREFORE, BE IT RESOLVED the Lansing City Council hereby approves naming the newly constructed sports complex at Risdale Park the Willard K. Walker Stadium.

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BY THE COMMITTEE _____

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, Rudolph Valentino “Rudy” and Dorothy Jean “Dot” Wilson have been long time tireless leaders, mentors and servants as residents of Lansing; and

WHEREAS, Rudy and Dot were strong community pillars both active in many affiliations receiving awards and recognition of their dedication for the betterment of Lansing residents; and

WHEREAS, Rudy and Dot were involved with the Youth Development Corporation, Black Child and Family Institute, Greater Lansing Chapter of the National Caucus and Center on Black Aged, Tri-County Office on Aging to promote the health and well-being of the elderly, and worked diligently to make positive changes in their community; and

WHEREAS, Rudy and Dot contributed to the beautification and development of the neighborhood as active members of the Westside Neighborhood Association, which played a significant role in the safety and quality of life for its residents; and

WHEREAS, Rudy, earlier in life, worked with Boy Scouts of America; was a trailblazer as the first African American salaried employee of General Motors Oldsmobile Chemistry Lab; the first African American on the Ingham Intermediate School District Board, Community Mental Health Board, and served on the Lansing Fire Commission. Rudy was a member of the Omega Psi Phi Fraternity, Inc. Sigma Upsilon Chapter; and

WHEREAS, Dot made a profound impact through her work and community service with YWCA’s Girls Reserve and Girls Scouts of America. She worked for Lincoln Community Center (now known as Letts Community Center), United Way, March of Dimes, and Mothers’ March on Infantile Paralysis, Parent Teacher Association Council, Voter Registration, Links, Inc., and a volunteer at Sparrow Hospital. Dot was a bookkeeper for UAW Local 652; and

WHEREAS, Dot was a member of Alpha Kappa Alpha Sorority, Inc., Links, Inc. and a Founding member of Les Meres et Debutantes.

WHEREAS, Rudy and Dot both worked as relentless crusaders for the less fortunate and youth in their community. Their concerns for the human condition and social justice lead them to fight for fair housing prices, equal opportunity in employment and accommodations. They consistently were actively involved in the NAACP Lansing Charter advocating for equality and justice; and

WHEREAS, the Memorial Review Board agreed to defer the decision to the Park Board; and

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WHEREAS, at the regular January 13, 2016 Park Board meeting the board members approved with a 7 to 0 vote to support the Mayor's request to rename Westside Park to the Rudy and Dorothy Wilson Park; and

NOW, THEREFORE, BE IT RESOLVED the Lansing City Council hereby approves renaming Westside Park to the Rudolph and Dorothy Wilson Park.

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BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, Fairview School at 815 N Fairview Avenue is the Polling Place for Ward 1, Precinct 4; and

WHEREAS, Fairview School will be inaccessible and unusable as a Polling Place due to construction at the facility for the August 8, 2017 City Primary Election; and

WHEREAS, Pattengill School at 626 Marshall Street is in close proximity, handicapped accessible, plenty of parking to serve as a temporary Polling Location for the City of Lansing; and

WHEREAS, City Clerk Chris Swope recommends that the Polling Place for Ward 1, Precinct 4 be relocated to Pattengill School for the August 8, 2017 City Primary Election;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, relocates the Polling Place for Ward 1, Precinct 4 to Pattengill School at 626 Marshall Street for the August 8, 2017 City Primary Election, and that that the City Clerk shall notify the Registered Electors of Ward 1, Precinct 4 of the relocation.

BE IT FURTHER RESOLVED, that effective with any election after the August 8, 2017 City Primary Election, the Polling Place for Ward 1, Precinct 4 shall return to Fairview School at 815 N Fairview Avenue, and that the City Clerk shall notify the Registered Electors of Ward 1, Precinct 4 of the relocation.

BE IT FINALLY RESOLVED, that the City Clerk shall work to ensure proper signage to assist relocated voters in finding their Polling Place.

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BY COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Memorial Review Board received an application requesting the renaming the current Lansing City Hall, and any future site of Lansing City Hall to the David C. Hollister City Hall and

WHEREAS, the Memorial Review Board met on May 9, 2017 and made a recommendation to the Lansing City Council to approve the request for the renaming of the current Lansing City Hall, and any future site of Lansing City Hall to the David C. Hollister City Hall; and

WHEREAS, In accordance to Chapter 1034.90 of the Code of Ordinances, a public hearing on the application shall be held in consideration of the memorial proposal;

NOW, THEREFORE, BE IT RESOLVED that a public hearing be held, at the City Council Meeting held on Monday, June 26, at 7:00 p.m. in the City Council Chambers on the tenth floor of City Hall, in consideration of the request for the renaming the current Lansing City Hall, and any future site of Lansing City Hall to the David C. Hollister City Hall.

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

WHEREAS, the Public Service Department of the City of Lansing received Force Account Work Authorization letters from the Michigan Department of Transportation to receive Federal Congestion Mitigation and Air Quality (CMAQ) grants totaling up to $252,199.80 in federal funds for the traffic signal and traffic operations projects; and

WHEREAS, the local match is up to $43,904.30 of the total estimated project cost of $296,104.10; and

WHEREAS, the projects will improve signal communications in southeast Lansing and along the Michigan Avenue corridor, improve signal operations along Lake Lansing Road and provide preliminary engineering for the city-wide traffic operations center; and

WHEREAS, the improvements include the installation of traffic signal communications in southeast Lansing, communications and signal upgrades along Michigan Avenue and downtown, signal upgrades along Lake Lansing Road and preliminary engineering at the traffic operations center to maintain the signals; and

WHEREAS, the Public Service Department is requesting acceptance of the CMAQ grant; and

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

WHEREAS, the City of Lansing recognizes the importance of the continued maintenance of and upgrade of our traffic signal system; and

WHEREAS, Mitchell Whisler and Andy Kilpatrick, will act as the staff engineers for the Public Service Department, on behalf of the projects; and

WHEREAS, the Administration and the City Council recognize the importance and need for an efficient and safe transportation system;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves acceptance of the CMAQ grants for the purposes of funding traffic signal upgrades and signal communications improvements;

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

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

WHEREAS, the Lansing Office of Emergency Management receives recurring Homeland Security Grant Program Grants (HSGP); and

WHEREAS, the HSGP grant is a pass through grant from the State of Michigan and is awarded to eight Emergency Management Regions with in the State of Michigan; and

WHEREAS, the HSGP grant is designed to provide federal funds to the sub grantee, the Lansing Office of Emergency Management, for the purpose of planning, exercising, training and purchasing equipment based on homeland security guidelines; and

WHEREAS, the HSGP awards $205,063.45 for the duration of thirty-two (32) months

WHEREAS, the State of Michigan award of $205,063.45 requires no local match or additional funding; and

WHEREAS, the HSGP grant will support Region one with funding for Planning, exercising, training, and equipment;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the HSGP grant in the total amount of $205,063.45 for the grant period beginning October 1, 2016 and ending May 31, 2019 to fund Region One approved projects in accordance with federal grant guidelines.

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

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

Resolved that the following FY 2017 transfer be approved:

General Fund:

$90,500.00 from City Match –Emergency Services	101.833730.960264.0
$77,341.00 from ESG City Match-Child $Family Services	101.833720.960264.0
$167,841.00 to Operating Trf-ESG Fund	101.966000.991264.0

ESG Fund:

$167,841.00 from ESG Estimated Revenues	264.000000.696101.02016
$167,841.00 to ESG-Operations	264.932666.960264.02016

These amounts represent the City match for Emergency Shelter Grant Program qualified programs, including Eve Inc. $30,000; Haven House $11,000; Loaves and Fishes $28,500; VOA Shelter $77,341; Gateway Services $21,000.

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INTRODUCTION OF ORDINANCE

Council Member Hussain introduced:

An Ordinance of the City of Lansing, Michigan to replace Chapter 1300 of the City of Lansing Codified Ordinances in its entirety; to provide for the regulation and licensing of medical marihuana establishments; to establish land use and zoning requirements attendant thereto; to protect the public health, safety, and welfare of the City of Lansing; to set licensing fees for the purpose of defraying the costs associated with the implementation and enforcement of the provisions of the chapter; and to provide penalties for violations of the chapter.

The Ordinance is referred to the Committee on Public Safety

RESOLUTION SETTING PUBLIC HEARING
BY CITY COUNCIL

RESOLVED by the City Council, City of Lansing, that a public hearing be set for June 26, 2017 at 7:00 p.m. in the City Council chambers, 10th floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering an Ordinance of the City of Lansing, Michigan to replace Chapter 1300 of the City of Lansing Codified Ordinances in its entirety; to provide for the regulation and licensing of medical marihuana establishments; to establish land use and zoning requirements attendant thereto; to protect the public health, safety, and welfare of the City of Lansing; to set licensing fees for the purpose of defraying the costs associated with the implementation and enforcement of the provisions of the chapter; and to provide penalties for violations of the chapter.

Interested Persons are invited to attend this Public Hearing

CITY OF LANSING, MICHIGAN
ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN TO REPLACE CHAPTER 1300 OF THE CITY OF LANSING CODIFIED ORDINANCES IN ITS ENTIRETY; TO PROVIDE FOR THE REGULATION AND LICENSING OF MEDICAL MARIHUANA ESTABLISHMENTS; TO ESTABLISH LAND USE AND ZONING REQUIREMENTS ATTENDANT THERETO; TO PROTECT THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE CITY OF LANSING; TO SET LICENSING FEES FOR THE PURPOSE OF DEFRAYING THE COSTS ASSOCIATED WITH THE IMPLEMENTATION AND ENFORCEMENT OF THE PROVISIONS OF THE CHAPTER; AND TO PROVIDE PENALTIES FOR VIOLATIONS OF THE CHAPTER.

THE CITY OF LANSING ORDAINS:

SECTION ONE: Chapter 1300 of the Lansing Code of Ordinances is hereby replaced in its entirety to read as follows:

1300.1 Legislative Intent.
1300.2 Definitions, Interpretation and Conflicts.
1300.3 Reserved.
1300.4 Operation without License Prohibited.
1300.5 License Application Submission.
1300.6 License Application Evaluation.
1300.7 License Renewal Application.
1300.8 Licenses Generally.
1300.9 Minimum Operational Standards of A Medical Marihuana Provisioning Center.
1300.10 Minimum Operational Standards of A Medical Marihuana Grower Facility.
1300.11 Minimum Operational Standards of A Medical Marihuana Safety Compliance Facility.
1300.12 Minimum Operational Standards of A Medical Marihuana Processor Facility, a Medical Marihuana Safety Compliance Facility, and Medical Marihuana Secure Transporter.
1300.13 Location of Medical Marihuana Provisioning Centers. .
1300.14 Location of Medical Marihuana Safety Compliance Facilities, Medical Marihuana Processor Facilities, Medical Marihuana Grower Facilities, and Medical Marihuana Secure Transporters.
1300.15 Revocation; Bases for Revocation; Appeal of License Denial.
1300.16 Penalties.
1300.17 No Vested Rights.
1300.18 Zoning Board of Appeals.
1300.19 Sunset.

1300.1 –LEGISLATIVE INTENT.

THE PURPOSE OF THIS CHAPTER IS TO EXERCISE THE POLICE, REGULATORY, AND LAND USE POWERS OF THE CITY OF LANSING BY LICENSING AND REGULATING MEDICAL MARIHUANA PROVISIONING CENTERS, MEDICAL MARIHUANA GROWER FACILITIES, MEDICAL MARIHUANA SAFETY COMPLIANCE FACILITIES, MEDICAL MARIHUANA SECURE TRANSPORTERS, AND MEDICAL MARIHUANA PROCESSOR FACILITIES TO THE EXTENT PERMISSIBLE UNDER STATE OF MICHIGAN AND FEDERAL LAWS AND REGULATIONS AND TO PROTECT THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE RESIDENTS OF THE CITY OF LANSING; AND AS SUCH THIS CHAPTER CONSTITUTES A PUBLIC PURPOSE.

THE CITY FINDS THAT THE ACTIVITIES DESCRIBED IN THIS CHAPTER ARE SIGNIFICANTLY CONNECTED TO THE PUBLIC HEALTH, SAFETY, SECURITY AND WELFARE OF ITS CITIZENS AND IT IS THEREFORE NECESSARY TO REGULATE AND ENFORCE SAFETY, SECURITY, FIRE, POLICE, HEALTH AND SANITATION PRACTICES RELATED TO SUCH ACTIVITIES AND ALSO TO PROVIDE A METHOD TO DEFRAY ADMINISTRATIVE COSTS INCURRED BY SUCH REGULATION AND ENFORCEMENT.

IT IS NOT THE INTENT OF THIS CHAPTER TO DIMINISH, ABROGATE, OR RESTRICT THE PROTECTIONS FOR MEDICAL USE OF MARIHUANA FOUND IN THE MICHIGAN MEDICAL MARIHUANA ACT OR IN THE LANSING CITY CHARTER AT SECTION 8-501.

1300.2 – DEFINITIONS, INTERPRETATION AND CONFLICTS.

FOR THE PURPOSES OF THIS CHAPTER:

(A) ANY TERM DEFINED BY THE MICHIGAN MEDICAL MARIHUANA ACT, MCL 333.26421 ET SEQ., AS AMENDED ("MMMA"), THE MEDICAL MARIHUANA FACILITIES LICENSING ACT, MCL 333.2701, ET SEQ. (MMFLA) SHALL HAVE THE DEFINITION GIVEN IN THOSE ACTS, AS AMENDED, AND THE MARIHUANA TRACKING ACT ("MTA"), MCL333.27901, ET SEQ. IF THE DEFINITION OF A WORD OR PHRASE SET FORTH IN THIS CHAPTER CONFLICTS WITH THE DEFINITION IN THE MMMA OR MMFLA, OR IF A TERM IS NOT DEFINED BUT IS DEFINED IN THE MMMA OR MMFLA, THEN THE DEFINITION IN THE MMMA, MMFLA, OR MTA SHALL APPLY.

(B) ANY TERM DEFINED BY 21 USC 860(E) REFERENCED IN THIS CHAPTER SHALL HAVE THE DEFINITION GIVEN BY 21 USC 860(E).

(C) THIS ORDINANCE SHALL NOT LIMIT AN INDIVIDUAL'S OR ENTITY'S RIGHTS UNDER THE MMMA. THE MMMA, MTA, AND THE MMFLA SUPERSEDE THIS ORDINANCE WHERE THERE IS A CONFLICT BETWEEN THEM.

(D) ALL ACTIVITIES RELATED TO MEDICAL MARIHUANA, INCLUDING THOSE RELATED TO A MEDICAL MARIHUANA PROVISIONING CENTER, A MEDICAL MARIHUANA GROWER FACILITY, A MEDICAL MARIHUANA SECURE TRANSPORTER, A MEDICAL MARIHUANA PROCESSOR OR A MEDICAL MARIHUANA SAFETY COMPLIANCE FACILITY SHALL BE IN COMPLIANCE WITH THE RULES OF THE MEDICAL MARIHUANA LICENSING BOARD, THE MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS, OR ANY SUCCESSOR AGENCY, THE RULES AND REGULATIONS OF THE CITY OF LANSING, THE MMMA, AND THE MMFLA.

(E) ANY USE WHICH PURPORTS TO HAVE ENGAGED IN THE CULTIVATION OR PROCESSING OF MEDICAL MARIHUANA INTO A USABLE FORM, OR THE DISTRIBUTION OF MEDICAL MARIHUANA, OR THE TESTING OF MEDICAL MARIHUANA EITHER PRIOR TO OR AFTER ENACTMENT OF THIS CHAPTER WITHOUT OBTAINING THE REQUIRED LICENSING SET FORTH IN THIS CHAPTER SHALL BE DEEMED NOT A LEGALLY ESTABLISHED USE AND THEREFORE NOT ENTITLED TO LEGAL NONCONFORMING STATUS UNDER THE PROVISIONS OF THIS CHAPTER, THE LANSING CODIFIED ORDINANCES AND/OR STATE LAW. THE CITY FINDS AND DETERMINES THAT IT HAS NOT HERETOFORE AUTHORIZED OR LICENSED THE EXISTENCE OF ANY MEDICAL MARIHUANA ESTABLISHMENT, AS DEFINED HEREIN, IN THE CITY.

(F) THE FOLLOWING TERMS SHALL HAVE THE DEFINITIONS GIVEN:

"APPLICATION" MEANS AN APPLICATION FOR A LICENSE PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTIONS 1300.5 AND 1300.6.

"APPLICATION FOR A LICENSE RENEWAL" MEANS AN APPLICATION FOR A LICENSE RENEWAL PURSUANT TO THE TERMS AND CONDITIONS OF SECTION 1300.7.

"BUILDING" MEANS AN INDEPENDENT, ENCLOSED STRUCTURE HAVING A ROOF SUPPORTED BY COLUMNS OR WALLS, INTENDED AND / OR USED FOR SHELTER OR ENCLOSURE OF PERSONS OR CHATTELS. WHEN ANY PORTION OF A STRUCTURE IS COMPLETELY SEPARATED FROM EVERY OTHER PART BY DIVIDING WALLS FROM THE GROUND UP, AND WITHOUT OPENINGS, EACH PORTION OF SUCH STRUCTURE SHALL BE DEEMED A SEPARATE STRUCTURE, REGARDLESS OF WHETHER THE PORTIONS OF SUCH STRUCTURE SHARE COMMON PIPES, DUCTS, BOILERS, TANKS, FURNACES, OR OTHER SUCH SYSTEMS. THIS DEFINITION REFERS ONLY TO PERMANENT STRUCTURES, AND DOES NOT INCLUDE TENTS, SHEDS, GREENHOUSES AND PRIVATE GARAGES ON RESIDENTIAL PROPERTY, STABLES, OR OTHER ACCESSORY STRUCTURES. A BUILDING DOES NOT INCLUDE SUCH STRUCTURES WITH INTERIOR AREAS NOT NORMALLY ACCESSIBLE FOR HUMAN USE, SUCH AS GAS HOLDERS, TANKS,

SMOKE STACKS, GRAIN ELEVATORS, COAL BUNKERS, OIL CRACKING TOWERS OR SIMILAR STRUCTURES.

"CHAPTER" MEANS THIS CHAPTER 1300.

"CHURCH" MEANS AN ENTIRE BUILDING SET APART PRIMARILY FOR PURPOSES OF PUBLIC WORSHIP, AND WHICH IS TAX EXEMPT UNDER THE LAWS OF THIS STATE, AND IN WHICH RELIGIOUS SERVICES ARE HELD, AND THE ENTIRE BUILDING STRUCTURE OF WHICH IS KEPT FOR THAT USE AND NOT PUT TO ANY OTHER USE INCONSISTENT WITH THAT USE.

"CITY" MEANS THE CITY OF LANSING, MICHIGAN.

"COUNCIL, OR CITY COUNCIL," MEANS THE CITY COUNCIL OF LANSING, MICHIGAN.

"CULTIVATION" OR "CULTIVATE" AS USED IN THIS CHAPTER MEANS: (1) ALL PHASES OF GROWTH OF MARIHUANA FROM SEED TO HARVEST.

"DISQUALIFYING FELONY" MEANS A FELONY THAT MAKES AN INDIVIDUAL INELIGIBLE TO SERVE AS A REGISTERED PRIMARY CAREGIVER UNDER THE MMMA OR MMFLA.

"EMPLOYEE" MEANS ANY INDIVIDUAL WHO IS EMPLOYED BY AN EMPLOYER IN RETURN FOR THE PAYMENT OF DIRECT OR INDIRECT MONETARY WAGES OR PROFIT, UNDER CONTRACT, AND ANY INDIVIDUAL WHO VOLUNTEERS HIS OR HER SERVICES TO AN EMPLOYER FOR NO MONETARY COMPENSATION, OR ANY INDIVIDUAL WHO PERFORMS WORK OR RENDERS SERVICES, FOR ANY PERIOD OF TIME, AT THE DIRECTION OF AN OWNER, LESSEE, OF OTHER PERSON IN CHARGE OF A PLACE.

"LICENSE" OR "MEDICAL MARIHUANA BUSINESS LICENSE" MEANS A LICENSE ISSUED FOR THE OPERATION OF A MEDICAL MARIHUANA ESTABLISHMENT PURSUANT TO THE TERMS AND CONDITIONS OF THIS CHAPTER AND INCLUDES A LICENSE WHICH HAS BEEN RENEWED PURSUANT TO SECTION 1300.7.

"LICENSE APPLICATION" MEANS AN APPLICATION SUBMITTED FOR A LICENSE PURSUANT TO THE REQUIREMENTS AND PROCEDURES SET FORTH IN SECTIONS 1300.5 AND 1300.6.

"LICENSEE" MEANS A PERSON ISSUED A LICENSE FOR AN ESTABLISHMENT PURSUANT TO THIS CHAPTER.

"MARIHUANA-INFUSED PRODUCT" MEANS AS DEFINED IN THE MMMA AND THE MMFLA.

"MARIHUANA TRACKING ACT" OR "MTA" MEANS PUBLIC ACT 282 OF 2016.

"MEDICAL MARIHUANA" MEANS ANY MARIHUANA INTENDED FOR MEDICAL USE THAT MEETS ALL REQUIREMENTS FOR MEDICAL MARIHUANA CONTAINED IN THE MMMA AND THE MMFLA.

"MEDICAL MARIHUANA ESTABLISHMENT(S), OR, "ESTABLISHMENT," MEANS ANY FACILITY, ESTABLISHMENT AND/OR CENTER THAT IS REQUIRED TO BE LICENSED UNDER THIS CHAPTER, INCLUDING: A MEDICAL MARIHUANA PROVISIONING CENTER, A MEDICAL MARIHUANA GROWER FACILITY; A MEDICAL MARIHUANA PROCESSOR FACILITY; A MEDICAL MARIHUANA SECURE TRANSPORTER; AND A MEDICAL MARIHUANA SAFETY COMPLIANCE FACILITY.

"MEDICAL MARIHUANA FACILITIES LICENSING ACT" OR "MMFLA" MEANS PUBLIC ACT 281 OF 2016, MCL 333.27101, ET. SEQ.

"MEDICAL MARIHUANA GROWER FACILITY," MEANS A COMMERCIAL ENTITY LOCATED IN THE CITY THAT IS LICENSED TO OPERATE BY THE STATE PURSUANT TO THE MMFLA AND IS LICENSED BY THE CITY PURSUANT TO THIS CHAPTER THAT CULTIVATES, DRIES, TRIMS OR CURES AND PACKAGES MARIHUANA IN ACCORDANCE WITH STATE LAW.

"MEDICAL MARIHUANA LICENSING BOARD" MEANS THAT CERTAIN BOARD ESTABLISHED BY THE MMFLA.

"MEDICAL MARIHUANA PROVISIONING CENTER," MEANS A COMMERCIAL ENTITY LOCATED IN THE CITY THAT IS LICENSED TO OPERATE BY THE STATE PURSUANT TO THE MMFLA AND IS LICENSED BY THE CITY PURSUANT TO THIS CHAPTER, THAT SELLS, SUPPLIES, OR PROVIDES MARIHUANA TO REGISTERED QUALIFYING PATIENTS ONLY AS PERMITTED BY STATE LAW. MEDICAL MARIHUANA PROVISIONING CENTER, AS DEFINED IN THE MMFLA, INCLUDES ANY COMMERCIAL PROPERTY WHERE MARIHUANA IS SOLD IN CONFORMANCE WITH STATE LAW AND REGULATION. A NONCOMMERCIAL LOCATION USED BY A PRIMARY CAREGIVER TO ASSIST A QUALIFYING PATIENT, AS DEFINED IN THE MMMA, AND CONNECTED TO THE CAREGIVER THROUGH THE DEPARTMENT'S MARIHUANA REGISTRATION PROCESS IN ACCORDANCE WITH THE MMMA, IS NOT A MEDICAL MARIHUANA PROVISIONING CENTER.

"MMMA" MEANS THE MICHIGAN MEDICAL MARIHUANA ACT, AS AMENDED, AT MCL 333.26421.

"ORDINANCE" MEANS THE ORDINANCE ADOPTING THIS CHAPTER 1300.

"PARK" MEANS AN AREA OF LAND DESIGNATED BY THE CITY AS A PARK ON ITS MASTER PLAN OR ON A COUNCIL-APPROVED LIST OF CITY PARKS.

"PERSON" MEANS AN INDIVIDUAL, PARTNERSHIP, FIRM, COMPANY, CORPORATION, ASSOCIATION, SOLE PROPRIETORSHIP, LIMITED LIABILITY COMPANY, JOINT VENTURE, ESTATE, TRUST, OR OTHER LEGAL ENTITY.

"PROCESSOR" OR "MEDICAL MARIHUANA PROCESSOR FACILITY" MEANS A COMMERCIAL ENTITY LOCATED IN THIS CITY THAT IS LICENSED TO OPERATE BY THE STATE PURSUANT TO THE MMFLA AND IS LICENSED BY THE CITY PURSUANT TO THIS CHAPTER, THAT EXTRACTS RESIN FROM THE MARIHUANA OR CREATES A MARIHUANA-INFUSED PRODUCT, TO THE EXTENT PERMITTED BY STATE LAW."

"SAFETY COMPLIANCE FACILITY" OR "MEDICAL MARIHUANA SAFETY COMPLIANCE FACILITY" MEANS A COMMERCIAL ENTITY THAT IS LICENSED TO OPERATE BY THE STATE PURSUANT TO THE MMFLA AND IS LICENSED BY THE CITY PURSUANT TO THIS CHAPTER, THAT RECEIVES MARIHUANA FROM A MEDICAL MARIHUANA ESTABLISHMENT OR A REGISTERED QUALIFYING PATIENT OR A REGISTERED PRIMARY CAREGIVER, TESTS IT FOR CONTAMINANTS AND FOR TETRAHYDROCANNABINOL AND OTHER CANNABINOIDS IN ACCORDANCE WITH STATE LAW.

"SCHOOL' MEANS AND INCLUDES BUILDINGS USED FOR SCHOOL PURPOSES TO PROVIDE INSTRUCTION TO CHILDREN AND YOUTH IN GRADES PRE-KINDERGARTEN THROUGH 12, AND HEADSTART WHEN THAT INSTRUCTION IS PROVIDED BY A PUBLIC, PRIVATE, DENOMINATIONAL, OR PAROCHIAL SCHOOL.

"SECURE TRANSPORTER" OR "MEDICAL MARIHUANA SECURE TRANSPORTER" MEANS A COMMERCIAL ENTITY THAT IS LICENSED TO OPERATE BY THE STATE PURSUANT TO THE MMFLA AND IS LICENSED TO OPERATE BY THE CITY PURSUANT TO THIS CHAPTER, THAT IS A COMMERCIAL ENTITY LOCATED IN THIS CITY THAT STORES MARIHUANA AND TRANSPORTS MARIHUANA BETWEEN MEDICAL MARIHUANA FACILITIES FOR A FEE AND IN ACCORDANCE WITH STATE LAW.

"STAKEHOLDER" MEANS, WITH RESPECT TO A TRUST, THE BENEFICIARIES, WITH RESPECT TO A LIMITED LIABILITY COMPANY, THE MANAGERS OR MEMBERS, WITH RESPECT TO A CORPORATION, WHETHER PROFIT OR NON-PROFIT, THE OFFICERS, DIRECTORS, OR SHAREHOLDERS, AND WITH RESPECT TO A PARTNERSHIP OR LIMITED LIABILITY PARTNERSHIP, THE PARTNERS, BOTH GENERAL AND LIMITED.

"STATE" MEANS THE STATE OF MICHIGAN.

(G) ANY TERM DEFINED BY THE MMMA, THE MMFLA, OR THE MTA AND NOT DEFINED IN THIS CHAPTER SHALL HAVE THE DEFINITION PROVIDED IN THOSE ACTS.

1300.3 – RESERVED.

1300.4 - OPERATION WITHOUT LICENSE PROHIBITED.

(A) IT IS UNLAWFUL FOR ANY PERSON TO ENGAGE IN THE OPERATION OF A MEDICAL MARIHUANA ESTABLISHMENT IN THE CITY UNLESS SUCH PERSON HAS OBTAINED A LICENSE FROM THE CITY UNDER THIS CHAPTER TO DO SO FOR EACH LOCATION AND ADDITIONALLY HAS A LICENSE TO OPERATE FROM THE STATE PURSUANT TO MMFLA. EVERY MEDICAL MARIHUANA ESTABLISHMENT IN THE CITY OF LANSING SHALL BE LICENSED PURSUANT TO THE TERMS AND PROVISIONS SET FORTH IN THIS CHAPTER. EXCEPT AS PROVIDED IN SUBSECTION 1300.4(B), NO PERSON SHALL OPERATE A MEDICAL MARIHUANA ESTABLISHMENT IN THE CITY WITHOUT FIRST OBTAINING A LICENSE. A MEDICAL MARIHUANA ESTABLISHMENT OPERATING WITHOUT A LICENSE UNDER THE PROVISIONS OF THIS CHAPTER IS DEEMED A PUBLIC NUISANCE.

(B) A MEDICAL MARIHUANA ESTABLISHMENT THAT IS OPERATING ON THE EFFECTIVE DATE OF THIS CHAPTER AND IS NOT IN VIOLATION OF THE CITY'S MORATORIUM ON STARTING NEW OPERATIONS (CITY ORDINANCE 1202) MAY CONTINUE TO OPERATE DURING THE APPLICATION SUBMISSION AND REVIEW PERIODS PROVIDED FOR IN SECTIONS 1300.5 AND 1300.6, ONLY SO LONG AS IT SUBMITS ITS APPLICATION FOR A LICENSE WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS CHAPTER AND ONLY SO LONG AS IT HAS NOT BEEN NOTIFIED BY THE CITY CLERK THAT IT WOULD NOT BE RECEIVING A LICENSE OR THAT ITS APPLICATION WOULD NOT BE SUBMITTED FOR CONSIDERATION PURSUANT TO 1300.5 (C) AND (E). ONCE A MEDICAL MARIHUANA ESTABLISHMENT IS NOTIFIED BY THE CITY CLERK THAT IT WILL NOT RECEIVE A LICENSE OR THAT ITS APPLICATION WILL NOT BE ACCEPTED FOR CONSIDERATION, THE MEDICAL MARIHUANA ESTABLISHMENT MUST CEASE OPERATING WITHIN 30 CALENDAR DAYS FROM THE DATE OF SUCH NOTIFICATION.

(C) THE CITY CLERK SHALL ISSUE A LICENSE FOR A MEDICAL MARIHUANA ESTABLISHMENT ONLY AFTER THE CITY CLERK DETERMINES THAT THE APPLICATION AND PROPOSED FACILITY ARE IN COMPLIANCE WITH THE TERMS, CONDITIONS, AND PROVISIONS OF THIS CHAPTER. THE TERM OF EACH LICENSE SHALL BE ONE YEAR. A LICENSE ISSUED UNDER THIS CHAPTER MAY BE CONDITIONED ON THE APPROVAL OF THE OPERATOR BY THE STATE AT THE LOCATION UNDER THE MMFLA.

1300.5– LICENSE APPLICATION SUBMISSION.

(A) EACH MEDICAL MARIHUANA ESTABLISHMENT MUST BE LICENSED BY THE CITY. APPLICATIONS FOR A LICENSE SHALL BE MADE IN WRITING TO THE CITY CLERK. ALL APPLICATIONS SUBMITTED TO THE CITY CLERK IN

ACCORDANCE WITH THE PROVISIONS OF THIS CHAPTER SHALL BE CONSIDERED FOR THE ISSUANCE OF A LICENSE. EACH APPLICATION SHALL CONTAIN A SIGNED ACKNOWLEDGEMENT THAT THE APPLICANT IS AWARE AND UNDERSTANDS THAT ALL MATTERS RELATED TO MARIHUANA GROWING, CULTIVATION, POSSESSION, DISPENSING, TESTING, SAFETY COMPLIANCE, TRANSPORTING, DISTRIBUTION, AND USE ARE CURRENTLY SUBJECT TO STATE AND FEDERAL LAWS, RULES, AND REGULATIONS, AND THAT THE APPROVAL OR GRANTING OF A LICENSE HEREUNDER DOES NOT EXONERATE OR EXCULPATE THE APPLICANT FROM ABIDING BY THE PROVISIONS AND REQUIREMENTS AND PENALTIES ASSOCIATED WITH THOSE LAWS, RULES, AND REGULATIONS OR EXPOSURE TO ANY PENALTIES ASSOCIATED THEREWITH; AND FURTHER THE APPLICANT WAIVES AND FOREVER RELEASES ANY CLAIM, DEMAND, ACTION, LEGAL REDRESS, OR RECOURSE AGAINST THE CITY OF LANSING, ITS ELECTED AND APPOINTED OFFICIALS AND ITS EMPLOYEES AND AGENTS FOR ANY CLAIMS, DAMAGES, LIABILITIES, CAUSES OF ACTION, DAMAGES, AND ATTORNEY FEES THE APPLICANT MAY INCUR AS A RESULT OF THE VIOLATION BY APPLICANT, ITS OFFICIALS, MEMBERS, PARTNERS, SHAREHOLDERS, EMPLOYEES AND AGENTS OF THOSE LAWS, RULES, AND REGULATIONS AND HEREBY WAIVES, AND ASSUMES THE RISK OF, ANY SUCH CLAIMS AND DAMAGES, AND LACK OF RECOURSE AGAINST THE CITY OF LANSING, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, ATTORNEYS, AND AGENTS.

(B) A COMPLETE APPLICATION FOR A LICENSE REQUIRED BY THIS CHAPTER SHALL BE MADE UNDER OATH ON FORMS PROVIDED BY THE CITY, AND SHALL CONTAIN ALL OF THE FOLLOWING:

(1) IF THE APPLICANT IS AN INDIVIDUAL, THE APPLICANT'S NAME, DATE OF BIRTH, PHYSICAL ADDRESS, EMAIL ADDRESS, ONE OR MORE PHONE NUMBERS, INCLUDING EMERGENCY CONTACT INFORMATION, A COPY OF A GOVERNMENT ISSUED PHOTO IDENTIFICATION CARD OF THE APPLICANT, AND A COPY OF THE APPLICANT'S CAREGIVER REGISTRY IDENTIFICATION CARD ISSUED PURSUANT TO THE MMMA;

(2) IF THE APPLICANT IS NOT AN INDIVIDUAL, THE NAMES, DATES OF BIRTH, PHYSICAL ADDRESSES, EMAIL ADDRESSES, AND ONE OR MORE PHONE NUMBERS OF EACH STAKEHOLDER OF THE APPLICANT, INCLUDING DESIGNATION OF A STAKEHOLDER AS AN EMERGENCY CONTACT PERSON AND CONTACT INFORMATION FOR THE EMERGENCY CONTACT PERSON, ARTICLES OF INCORPORATION, INTERNAL REVENUE SERVICE SS-4 EIN CONFIRMATION LETTER, AND THE OPERATING AGREEMENT OF THE APPLICANT, IF A LIMITED LIABILITY COMPANY, AND A COPY OF AT LEAST ONE

STAKEHOLDER'S CAREGIVER REGISTRY IDENTIFICATION CARD ISSUED PURSUANT TO THE MMMA;

(3) THE NAME AND ADDRESS OF THE PROPOSED MEDICAL MARIHUANA ESTABLISHMENT AND ANY ADDITIONAL CONTACT INFORMATION DEEMED NECESSARY BY THE CITY CLERK;

(4) WITH RESPECT TO MEDICAL MARIHUANA PROVISIONING CENTERS, FOR THE APPLICANT OR FOR EACH STAKEHOLDER OF THE APPLICANT, AFFIRMATION THAT EACH IS AT LEAST 18 YEARS OF AGE AND HAS NOT BEEN CONVICTED OF OR PLED GUILTY OR NO CONTEST TO A DISQUALIFYING FELONY. WITH RESPECT TO ALL OTHER MEDICAL MARIHUANA ESTABLISHMENTS, FOR THE APPLICANT OR FOR EACH STAKEHOLDER OF THE APPLICANT, AN AFFIRMATION THAT EACH AND EVERY AGENT OR EMPLOYEE IS AT LEAST 18 YEARS OF AGE AND HAS NOT BEEN CONVICTED OF OR PLED GUILTY OR NO CONTEST TO A DISQUALIFYING FELONY;

(5) A SIGNED RELEASE AUTHORIZING THE CITY OF LANSING POLICE DEPARTMENT TO PERFORM A CRIMINAL BACKGROUND CHECK TO ASCERTAIN WHETHER THE APPLICANT, EACH STAKEHOLDER OF THE APPLICANT, EACH OPERATOR AND EMPLOYEE OF THE APPLICANT MEET THE CRITERIA SET FORTH IN THIS CHAPTER;

(6) WITH RESPECT TO MEDICAL MARIHUANA PROVISIONING CENTERS, THE NAME, DATE OF BIRTH, PHYSICAL ADDRESS, COPY OF PHOTO IDENTIFICATION, AND EMAIL ADDRESS FOR ANY OPERATOR OR EMPLOYEE IF OTHER THAN THE APPLICANT;

(7) AN AFFIRMATION UNDER OATH AS TO WHETHER THE APPLICANT OR OPERATOR HAS HAD A BUSINESS LICENSE REVOKED OR SUSPENDED, AND IF REVOKED OR SUSPENDED, THEN THE REASON THEREFORE;

(8) FOR THE APPLICANT OR FOR EACH STAKEHOLDER OF THE APPLICANT, A RESUME THAT INCLUDES WHETHER THE INDIVIDUAL HAS ANY RELEVANT EXPERIENCE WITH MEDICAL MARIHUANA OR A RELATED INDUSTRY;

(9) A PATIENT EDUCATION PLAN TO DETAIL TO PATIENTS THE BENEFITS OR DRAWBACKS OF CERTAIN MARIHUANA STRAINS OR PRODUCTS IN CONNECTION WITH THE DEBILITATING MEDICAL CONDITIONS SET FORTH IN THE MICHIGAN MEDICAL MARIHUANA ACT;

(10) A WRITTEN DESCRIPTION OF THE TRAINING AND EDUCATION THAT THE APPLICANT WILL PROVIDE TO ALL EMPLOYEES;

(11) A COPY OF THE PROPOSED BUSINESS PLAN FOR THE ESTABLISHMENT, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

(I) THE PROPOSED OWNERSHIP STRUCTURE OF THE ESTABLISHMENT, INCLUDING PERCENTAGE OWNERSHIP OF EACH PERSON OR ENTITY; AND

(II) A CURRENT ORGANIZATION CHART THAT INCLUDES POSITION DESCRIPTIONS AND THE NAMES OF EACH PERSON HOLDING EACH POSITION.

(12) ONE OF THE FOLLOWING: (A) PROOF OF OWNERSHIP OF THE ENTIRE PREMISES WHEREIN THE MEDICAL MARIHUANA ESTABLISHMENT IS TO BE OPERATED; OR (B) WRITTEN CONSENT FROM THE PROPERTY OWNER FOR USE OF THE PREMISES IN A MANNER REQUIRING LICENSURE UNDER THIS CHAPTER ALONG WITH A COPY OF THE LEASE FOR THE PREMISES;

(13) A DESCRIPTION OF THE SECURITY PLAN FOR THE MEDICAL MARIHUANA ESTABLISHMENT, INCLUDING, BUT NOT LIMITED TO, ANY LIGHTING ALARMS, BARRIERS, RECORDING/MONITORING DEVICES, AND/OR SECURITY GUARD ARRANGEMENTS PROPOSED FOR THE ESTABLISHMENT AND PREMISES. THE SECURITY PLAN MUST CONTAIN THE SPECIFICATION DETAILS OF EACH PIECE OF SECURITY EQUIPMENT. EACH MEDICAL MARIHUANA ESTABLISHMENT MUST HAVE A SECURITY GUARD PRESENT DURING BUSINESS HOURS;

(14) A FLOOR PLAN OF THE MEDICAL MARIHUANA ESTABLISHMENT, AS WELL AS A SCALE DIAGRAM ILLUSTRATING THE PROPERTY UPON WHICH THE MEDICAL MARIHUANA ESTABLISHMENT IS TO BE OPERATED, INCLUDING ALL AVAILABLE PARKING SPACES, AND SPECIFYING WHICH PARKING SPACES, IF ANY, ARE HANDICAPPED-ACCESSIBLE;

(15) ANY PROPOSED TEXT OR GRAPHICAL MATERIALS TO BE SHOWN ON THE EXTERIOR OF THE PROPOSED MEDICAL MARIHUANA ESTABLISHMENT;

(16) A LOCATION AREA MAP OF THE MEDICAL MARIHUANA ESTABLISHMENT AND SURROUNDING AREA THAT IDENTIFIES THE RELATIVE LOCATIONS AND THE DISTANCES (CLOSEST PROPERTY LINE TO THE SUBJECT ESTABLISHMENT'S PROPERTY LINE) FROM THE SUBJECT MEDICAL MARIHUANA ESTABLISHMENT TO THE CLOSEST REAL PROPERTY OF AN OPERATIONAL PUBLIC OR PRIVATE ELEMENTARY OR SECONDARY SCHOOL, CHURCH, PARK, A FACILITY AT WHICH SUBSTANCE ABUSE PREVENTION SERVICES OR SUBSTANCE ABUSE TREATMENT AND REHABILITATION SERVICES, AS THOSE TERMS ARE DEFINED IN PART 61 OF PA 368 OF 1978, MCL 333.6101 ET SEQ., ANOTHER LICENSED MEDICAL MARIHUANA ESTABLISHMENT OR A COMMERCIAL CHILD CARE ORGANIZATION (NON-

HOME OCCUPATION) THAT IS REQUIRED TO BE LICENSED OR REGISTERED WITH THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES;

(17) A FACILITY SANITATION PLAN TO PROTECT AGAINST ANY MARIHUANA BEING INGESTED BY ANY PERSON OR ANIMAL, INDICATING HOW THE WASTE WILL BE STORED AND DISPOSED OF, AND HOW ANY MARIHUANA WILL BE RENDERED UNUSABLE UPON DISPOSAL. DISPOSAL BY ON-SITE BURNING OR INTRODUCTION IN THE SEWERAGE SYSTEM IS PROHIBITED;

(18) A PROPOSED PATIENT RECORDKEEPING PLAN THAT WILL TRACK QUANTITIES SOLD TO INDIVIDUAL PATIENTS AND CAREGIVERS, AND WILL MONITOR INVENTORY;

(19) A DESCRIPTION OF PROCEDURES FOR TESTING OF CONTAMINANTS, INCLUDING MOLD AND PESTICIDES;

(20) AN AFFIDAVIT THAT NEITHER THE APPLICANT NOR ANY STAKEHOLDER OF THE APPLICANT IS IN DEFAULT TO THE CITY. SPECIFICALLY, THAT THE APPLICANT OR STAKEHOLDER OF THE APPLICANT HAS NOT FAILED TO PAY ANY PROPERTY TAXES, SPECIAL ASSESSMENTS, FINES, FEE OR OTHER FINANCIAL OBLIGATIONS TO THE CITY;

(21) VERIFICATION, WITH COPIES OF ACTUAL BANK STATEMENTS, SHOWING THAT THE APPLICANT HAS TANGIBLE FINANCIAL CAPITAL IN THE APPLICANT'S NAME IN THE AMOUNT SUFFICIENT TO COMPLETE THE MEDICAL MARIHUANA ESTABLISHMENT AND TO FUND THE BUSINESS PLAN AND OTHER PLANS REQUIRED BY THIS SECTION 1300.5;

(22) AN ESTIMATE OF THE NUMBER AND TYPE OF JOBS THAT THE MEDICAL MARIHUANA ESTABLISHMENT IS EXPECTED TO CREATE, THE AMOUNT AND TYPE OF COMPENSATION EXPECTED TO BE PAID FOR SUCH JOBS, AND THE PROJECTED ANNUAL BUDGET AND REVENUE OF THE MEDICAL MARIHUANA ESTABLISHMENT; AND

(23) AS IT RELATES TO A MEDICAL MARIHUANA GROWER FACILITY, THE FOLLOWING ADDITIONAL ITEMS SHALL BE REQUIRED:

(I) A CULTIVATION PLAN THAT INCLUDES AT A MINIMUM A DESCRIPTION OF THE CULTIVATION METHODS TO BE USED, INCLUDING PLANS FOR THE GROWING MEDIUMS, TREATMENTS, AND / OR ADDITIVES;

(II) A PRODUCTION TESTING PLAN THAT INCLUDES AT A MINIMUM A DESCRIPTION OF HOW AND WHEN SAMPLES FOR LABORATORY TESTING BY AN INTERNATIONAL ORGANIZATION FOR STANDARDIZATION ACCREDITED TESTING FACILITY WILL BE SELECTED, WHAT TYPE OF

TESTING WILL BE REQUESTED, AND HOW THE TEST RESULTS WILL BE USED;

(III) AN AFFIDAVIT THAT ALL OPERATIONS WILL BE CONDUCTED IN CONFORMANCE WITH THE MMMA, THE MMFLA, AND OTHER APPLICABLE STATE LAW;

(IV) A CHEMICAL AND PESTICIDE STORAGE PLAN THAT STATES THE NAMES OF THE PESTICIDES TO BE USED IN CULTIVATION AND WHERE AND HOW PESTICIDES AND CHEMICALS WILL BE STORED IN THE ESTABLISHMENT, ALONG WITH A PLAN FOR THE DISPOSAL OF UNUSED PESTICIDES;

(V) ALL CULTIVATION MUST BE PERFORMED IN A BUILDING.

(24) PROOF OF AN INSURANCE POLICY COVERING THE ESTABLISHMENT AND NAMING THE CITY, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND AGENTS, AS ADDITIONAL INSURED PARTIES, AVAILABLE FOR THE PAYMENT OF ANY DAMAGES ARISING OUT OF AN ACT OR OMISSION OF THE APPLICANT OR ITS STAKEHOLDERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS, IN THE AMOUNT OF (A) AT LEAST ONE MILLION DOLLARS FOR PROPERTY DAMAGE; (B) AT LEAST ONE MILLION DOLLARS FOR INURY TO ONE PERSON; AND (C) AT LEAST TWO MILLION DOLLARS FOR INJURY TO TWO OR MORE PERSON RESULTING FROM THE SAME OCCURRENCE. THE INSURANCE POLICY UNDERWRITER MUST HAVE A MINIMUM A.M. BEST COMPANY INSURANCE RANKING OF B+, CONSISTENT WITH STATE LAW.

(25) ANY OTHER INFORMATION DEEMED NECESSARY BY THE CITY.

(C) ALL APPLICATIONS SHALL BE ACCOMPANIED BY A LICENSE APPLICATION FEE IN AN AMOUNT ESTABLISHED BY CITY COUNCIL RESOLUTION. SHOULD THE APPLICANT NOT RECEIVE A LICENSE, ONE-HALF OF THE APPLICATION FEE SHALL BE RETURNED. IF AN APPLICATION IS APPROVED AND A LICENSE ISSUED, THE FIRST ANNUAL FEE SHALL BE IN AN AMOUNT ESTABLISHED BY CITY COUNCIL RESOLUTION. THE APPLICATION FEE AND THE ANNUAL FEE ARE ESTABLISHED TO DEFRAY THE COSTS OF ADMINISTRATION OF THIS CHAPTER.

(D) UPON RECEIPT OF A COMPLETED APPLICATION MEETING THE REQUIREMENTS OF THIS SECTION AND APPROPRIATE NONREFUNDABLE LICENSE APPLICATION FEE, THE CITY CLERK SHALL REFER A COPY OF THE APPLICATION TO EACH OF THE FOLLOWING FOR THEIR APPROVAL: THE FIRE DEPARTMENT, THE BUILDING SAFETY OFFICE, THE POLICE DEPARTMENT, THE ZONING ADMINISTRATOR, AND THE CITY TREASURER.

(E) NO APPLICATION SHALL BE ACCEPTED BY THE CITY CLERK UNLESS:

(1) THE FIRE DEPARTMENT AND THE BUILDING SAFETY OFFICE HAVE INSPECTED THE PROPOSED LOCATION FOR COMPLIANCE WITH ALL LAWS FOR WHICH THEY ARE CHARGED WITH ENFORCEMENT AND FOR COMPLIANCE WITH THE REQUIREMENTS OF THIS CHAPTER;

(2) THE ZONING ADMINISTRATOR HAS CONFIRMED THAT THE PROPOSED LOCATION COMPLIES WITH THE ZONING CODE;

(3) THE CITY TREASURER HAS CONFIRMED THAT THE APPLICANT AND EACH STAKEHOLDER OF THE APPLICANT ARE NOT IN DEFAULT TO THE CITY;

(4) THE POLICE DEPARTMENT HAS DETERMINED THAT THE APPLICANT HAS MET THE REQUIREMENTS OF THIS CHAPTER WITH RESPECT TO THE BACKGROUND CHECK AND SECURITY PLAN.

(F) IF WRITTEN APPROVAL IS GIVEN BY EACH INDIVIDUAL OR DEPARTMENT IDENTIFIED IN SUBSECTION (E), THE CITY CLERK SHALL ACCEPT A COPY OF THE APPLICATION FOR CONSIDERATION.

1300.6-LICENSE APPLICATION EVALUATION.

(A) EXCEPT AS PROVIDED IN 1300.8(A), THE CITY CLERK WILL ASSESS ALL APPLICATIONS PURSUANT TO THE PROVISIONS, REQUIREMENTS, AND CRITERIA SET FORTH IN THIS CHAPTER AND SHALL CONSULT WITH THE POLICE DEPARTMENT, THE FIRE DEPARTMENT, THE BUILDING SAFETY OFFICE, THE ZONING ADMINISTRATOR, AND THE FINANCE DEPARTMENT. THE CITY CLERK MAY CONSULT WITH OUTSIDE PROFESSIONALS IN THE BUSINESS AND FINANCE DISCIPLINES.

(B) IN ITS APPLICATION DELIBERATIONS, THE CITY CLERK SHALL ASSESS EACH APPLICATION IN EACH OF THE FOLLOWING CATEGORIES:

(1) WHETHER THE REPORTS ISSUED BY THE FIRE, POLICE, BUILDING SAFETY, ZONING AND TREASURY DEPARTMENTS INDICATE THAT THE APPLICANT OR ITS STAKEHOLDERS OR EMPLOYEES HAVE SATISFIED THE REQUIREMENTS OF 1300.5 (E) (1-4) AND SUFFICIENTLY ADDRESSED THE CONSIDERATIONS OF 1300.5 (B) (1-25).

(2) WHETHER THE PROPOSED ESTABLISHMENT WILL NEGATIVELY IMPACT THE CHARACTER AND AESTHETICS OF THE SURROUNDING NEIGHBORHOOD AND COMMUNITY, INCLUDING WHETHER THE APPLICANT OR ITS STAKEHOLDERS HAVE ENGAGED IN POSITIVE

COMMUNITY OUTREACH ON BEHALF OF THE PROPOSED ESTABLISHMENT, AND WHETHER THE APPLICANT OR ITS STAKEHOLDERS HAVE MADE SIGNIFICANT IMPROVEMENTS TO THE BUILDING OR NEIGHBORHOOD WHERE THE PROPOSED ESTABLISHMENT IS TO BE LOCATED;

(3) WHETHER THE APPLICANT AND ITS STAKEHOLDERS ARE PERSONS OF GOOD CHARACTER, HONESTY, AND INTEGRITY WHO DO NOT DISCREDIT OR TEND TO DISCREDIT PUBLIC CONFIDENCE AND TRUST IN THE MEDICAL MARIHUANA INDUSTRY, OR POSE A THREAT TO THE PUBLIC HEALTH, SECURITY, SAFETY, MORALS, GOOD ORDER, OR GENERAL WELFARE.

(C) IF THE CITY CLERK ISSUES A CERTIFICATE OF APPROVAL TO AN APPLICANT, THE CITY CLERK SHALL ISSUE AN INITIAL LICENSE TO THAT APPLICANT WITHIN TEN (10) BUSINESS DAYS.

(D) NOTHING IN THIS SECTION IS INTENDED TO CONFER A PROPERTY OR OTHER RIGHT, DUTY, PRIVILEGE OR INTEREST ENTITLING AN APPLICANT TO AN ADMINISTRATIVE HEARING UPON DENIAL OF AN APPLICATION OR WITH REGARD TO ANY SCORING DECISION.

1300.7 – LICENSE RENEWAL APPLICATION.

(A) APPLICATION FOR A LICENSE RENEWAL REQUIRED BY THIS CHAPTER SHALL BE MADE IN WRITING TO THE CITY CLERK AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF AN EXISTING LICENSE.

(B) AN APPLICATION FOR A LICENSE RENEWAL REQUIRED BY THIS CHAPTER SHALL BE MADE UNDER OATH ON FORMS PROVIDED BY THE CITY, AND SHALL CONTAIN ALL OF THE INFORMATION REQUIRED BY 1300.5(B).

(C) AN APPLICATION SHALL BE ACCOMPANIED BY A RENEWAL FEE IN AN AMOUNT ESTABLISHED BY CITY COUNCIL RESOLUTION, OF WHICH HALF WILL BE RETURNED SHOULD THE LICENSE NOT BE RENEWED. THE RENEWAL FEE IS ESTABLISHED TO DEFRAY THE COSTS OF THE ADMINISTRATION OF THIS CHAPTER.

(D) UPON RECEIPT OF A COMPLETED APPLICATION MEETING THE REQUIREMENTS OF THIS CHAPTER AND THE LICENSE RENEWAL FEE, THE CITY CLERK SHALL REFER A COPY OF THE RENEWAL APPLICATION TO EACH OF THE FOLLOWING FOR THEIR APPROVAL: THE FIRE DEPARTMENT, THE BUILDING SAFETY OFFICE, THE LANSING POLICE DEPARTMENT, THE ZONING ADMINISTRATOR, AND THE CITY TREASURER.

(E) NO RENEWAL APPLICATION SHALL BE APPROVED UNLESS:

(1) THE FIRE DEPARTMENT AND THE BUILDING SAFETY OFFICE HAVE INSPECTED THE PROPOSED LOCATION FOR COMPLIANCE WITH ALL LAWS FOR WHICH THEY ARE CHARGED WITH ENFORCEMENT WITHIN THE PAST CALENDAR YEAR;

(2) THE ZONING ADMINISTRATOR HAS CONFIRMED THAT THE PROPOSED LOCATION CURRENTLY COMPLIES WITH THE ZONING CODE AND THIS CHAPTER;

(3) THE CITY TREASURER HAS CONFIRMED THAT THE APPLICANT AND EACH STAKEHOLDER OF THE APPLICANT AND THE PROPOSED LOCATION OF THE FACILITY ARE NOT CURRENTLY IN DEFAULT TO THE CITY;

(4) THE POLICE DEPARTMENT HAS REVIEWED THE APPLICATION AND DETERMINED THAT THE APPLICANT HAS SATISFIED THE REQUIREMENTS OF THIS CHAPTER WITH RESPECT TO THE BACKGROUND CHECK AND SECURITY PLAN;

(5) THE CITY CLERK HAS REVIEWED THE APPLICATION FOR COMPLIANCE WITH 1300.6 (B)(1-3).

(F) IF WRITTEN APPROVAL IS GIVEN BY EACH INDIVIDUAL OR DEPARTMENT IDENTIFIED IN SUBSECTION (E), THE CITY CLERK SHALL ISSUE A LICENSE RENEWAL TO THE APPLICANT. IF NO RENEWAL LICENSE IS ISSUED, HALF OF THE RENEWAL FEE SHALL BE RETURNED. THE RENEWAL SHALL BE DEEMED APPROVED IF THE CITY HAS NOT ISSUED FORMAL NOTICE OF APPROVAL OR DENIAL WITHIN 60 DAYS OF THE APPLICATION BEING FILED.

1300.8 – LICENSES GENERALLY.

(A) TO THE EXTENT PERMISSIBLE UNDER LAW, ALL INFORMATION SUBMITTED IN CONJUNCTION WITH AN APPLICATION FOR A LICENSE OR LICENSE RENEWAL REQUIRED BY THIS CHAPTER IS CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER THE MICHIGAN FREEDOM OF INFORMATION ACT, 1976 PA 442, MCL 15.231 ET SEQ.

(B) LICENSEES MAY TRANSFER A LICENSE ISSUED UNDER THIS CHAPTER TO A DIFFERENT LOCATION UPON RECEIVING WRITTEN APPROVAL FROM THE CITY CLERK. IN ORDER TO REQUEST APPROVAL TO TRANSFER A LICENSE LOCATION, THE LICENSEE MUST MAKE A WRITTEN REQUEST TO THE CITY CLERK, INDICATING THE CURRENT LICENSE LOCATION AND THE PROPOSED LICENSE LOCATION. UPON RECEIVING THE WRITTEN REQUEST, THE CITY CLERK SHALL REFER A COPY OF THE WRITTEN REQUEST TO EACH OF THE FOLLOWING FOR THEIR APPROVAL: THE FIRE DEPARTMENT, THE BUILDING

SAFETY OFFICE, THE POLICE DEPARTMENT, THE ZONING ADMINISTRATOR, AND THE CITY TREASURER. NO LICENSE TRANSFER SHALL BE APPROVED UNLESS EACH SUCH INDIVIDUAL OR DEPARTMENT GIVES WRITTEN APPROVAL THAT THE LICENSEE AND THE PROPOSED LICENSE LOCATION MEET THE STANDARDS IDENTIFIED IN 1300.5(E) AND THE CITY CLERK HAS DETERMINED THAT THE PROPOSED LOCATION MEETS THE REQUIREMENTS OF 1300.6 (B)(2).

(C) LICENSEES MAY TRANSFER A LICENSE ISSUED UNDER THIS CHAPTER TO A DIFFERENT INDIVIDUAL OR ENTITY UPON RECEIVING WRITTEN APPROVAL BY THE CITY CLERK. IN ORDER TO REQUEST APPROVAL TO TRANSFER A LICENSE TO A DIFFERENT INDIVIDUAL OR ENTITY, THE LICENSEE MUST MAKE A WRITTEN REQUEST TO THE CITY CLERK, INDICATING THE CURRENT LICENSEE AND THE PROPOSED LICENSEE. UPON RECEIVING THE WRITTEN REQUEST, THE CITY CLERK SHALL CONSIDER THE REQUEST AS A NEW APPLICATION FOR A LICENSE AND THE PROCEDURES SET FORTH IN 1300.5 AND 1300.6 SHALL BE FOLLOWED.

(D) LICENSEES SHALL REPORT ANY OTHER CHANGE IN THE INFORMATION REQUIRED BY THIS CHAPTER TO THE CITY CLERK WITHIN TEN (10) BUSINESS DAYS OF THE CHANGE. FAILURE TO DO SO MAY RESULT IN SUSPENSION OR REVOCATION OF THE LICENSE.

1300.9 - MINIMUM OPERATIONAL STANDARDS OF A MEDICAL MARIHUANA PROVISIONING CENTER.

(A) EVERY MEDICAL MARIHUANA PROVISIONING CENTER MUST BE LOCATED IN A BUILDING.

(B) NO MEDICAL MARIHUANA PROVISIONING CENTER SHALL BE OPEN BETWEEN THE HOURS OF 10 P.M. AND 9 A.M.;

(C) CONSUMPTION OF MARIHUANA SHALL BE PROHIBITED ON THE PREMISES OF A MEDICAL MARIHUANA PROVISIONING CENTER EXCEPT AS PERMITTED BY LANSING CITY CHARTER SECTION 8-501 AND STATE LAW;

(D) A MEDICAL MARIHUANA PROVISIONING CENTER SHALL CONTINUOUSLY MONITOR THE ENTIRE PREMISES ON WHICH THEY ARE OPERATED WITH SURVEILLANCE SYSTEMS THAT INCLUDE SECURITY CAMERAS. THE VIDEO RECORDINGS SHALL BE MAINTAINED IN A SECURE, OFF-SITE LOCATION FOR A PERIOD OF 14 DAYS;

(E) UNLESS PERMITTED BY THE MMMA, PUBLIC OR COMMON AREAS OF THE MEDICAL MARIHUANA PROVISIONING CENTER MUST BE SEPARATED FROM RESTRICTED OR NON-PUBLIC AREAS OF THE PROVISIONING CENTER BY A PERMANENT BARRIER. UNLESS PERMITTED BY THE MMMA, NO MEDICAL

MARIHUANA IS PERMITTED TO BE STORED, DISPLAYED, OR TRANSFERRED IN AN AREA ACCESSIBLE TO THE GENERAL PUBLIC;

(F) ALL MEDICAL MARIHUANA STORAGE AREAS WITHIN MEDICAL MARIHUANA PROVISIONING CENTER MUST BE SEPARATED FROM ANY CUSTOMER/PATIENT AREAS BY A PERMANENT BARRIER. UNLESS PERMITTED BY THE MMMA, NO MEDICAL MARIHUANA IS PERMITTED TO BE STORED IN AN AREA ACCESSIBLE BY THE GENERAL PUBLIC OR REGISTERED CUSTOMERS/PATIENTS. MEDICAL MARIHUANA MAY BE DISPLAYED IN A SALES AREA ONLY IF PERMITTED BY THE MMFLA;

(G) ANY USABLE MEDICAL MARIHUANA REMAINING ON THE PREMISES OF A MEDICAL MARIHUANA PROVISIONING CENTER WHILE THE MEDICAL MARIHUANA PROVISIONING CENTER IS NOT IN OPERATION SHALL BE SECURED IN A SAFE PERMANENTLY AFFIXED TO THE PREMISES;

(H) DRIVE-THRU WINDOWS ON THE PREMISES OF A MEDICAL MARIHUANA PROVISIONING CENTER SHALL NOT BE PERMITTED;

(I) NO MEDICAL MARIHUANA PROVISIONING CENTER SHALL BE OPERATED IN A MANNER CREATING NOISE, DUST, VIBRATION, GLARE, FUMES, OR ODORS DETECTABLE TO NORMAL SENSES BEYOND THE BOUNDARIES OF THE PROPERTY ON WHICH THE MEDICAL MARIHUANA PROVISIONING CENTER IS OPERATED;

(J) THE LICENSE REQUIRED BY THIS CHAPTER SHALL BE PROMINENTLY DISPLAYED ON THE PREMISES OF A MEDICAL MARIHUANA PROVISIONING CENTER;

(K) DISPOSAL OF MEDICAL MARIHUANA SHALL BE ACCOMPLISHED IN A MANNER THAT PREVENTS ITS ACQUISITION BY ANY PERSON WHO MAY NOT LAWFULLY POSSESS IT AND OTHERWISE IN CONFORMANCE WITH STATE LAW;

(L) ALL MEDICAL MARIHUANA DELIVERED TO A PATIENT SHALL BE PACKAGED AND LABELED AS PROVIDED BY STATE LAW AND THIS CHAPTER. THE LABEL SHALL INCLUDE:

(1) A UNIQUE ALPHANUMERIC IDENTIFIER FOR THE PERSON TO WHOM IT IS BEING DELIVERED;
(2) A UNIQUE ALPHA NUMERIC IDENTIFIER FOR THE CULTIVATION SOURCE OF THE MARIHUANA;
(3) THAT THE PACKAGE CONTAINS MARIHUANA;
(4) THE DATE OF DELIVERY, WEIGHT, TYPE OF MARIHUANA AND DOLLAR AMOUNT OR OTHER CONSIDERATION BEING EXCHANGED IN THE TRANSACTION;

(5) A CERTIFICATION THAT ALL MARIHUANA IN ANY FORM CONTAINED IN THE PACKAGE WAS CULTIVATED, MANUFACTURED, AND PACKAGED IN THE STATE OF MICHIGAN;

(6) THE WARNING THAT; "THIS PRODUCT IS MANUFACTURED WITHOUT ANY REGULARTORY OVERSIGHT FOR HEALTH, SAFETY OR EFFICACY. THERE MAY BE HEALTH RISKS ASSOCIATED WITH THE INGESTION OR USE OF THIS PRODUCT. USING THIS PRODUCT MAY CAUSE DROWSINESS. DO NOT DRIVE OR OPERATE HEAVY MACHINERY WHILE USING THIS PRODUCT. KEEP THIS PRODUCT OUT OF REACH OF CHILDREN. THIS PRODUCT MAY NOT BE USED IN ANY WAY THAT DOES NOT COMPLY WITH STATE LAW OR BY PERSON WHO DOES NOT POSSESS A VALID MEDICAL MARIHUANA PATIENT REGISTRY CARD."

(7) THE NAME, ADDRESS, EMAIL ADDRESS, AND TELEPHONE NUMBER OF AN AUTHORIZED REPRESENTATIVE OF THE DISPENSARY WHOM A PATIENT CAN CONTACT WITH ANY QUESTIONS REGARDING THE PRODUCT.

(M) A LICENSEE SHALL REQUIRE ALL REGISTERED PATIENTS PRESENT BOTH THEIR MICHIGAN MEDICAL MARIHUANA PATIENT/CAREGIVER ID CARD AND STATE IDENTIFICATION PRIOR TO ENTERING RESTRICTED/LIMITED AREAS OR NON-PUBLIC AREAS OF THE MEDICAL MARIHUANA PROVISIONING CENTER, AND IF NO RESTRICTED/LIMITED AREA IS REQUIRED, THEN PROMPTLY UPON ENTERING THE MEDICAL MARIHUANA PROVISIONING CENTER.

(N) THE PREMISES SHALL BE OPEN FOR INSPECTION DURING THE STATED HOURS OF OPERATION AND AS SUCH OTHER TIMES AS ANYONE IS PRESENT ON THE PREMISES.

(O) IT SHALL BE PROHIBITED TO DISPLAY ANY SIGNS THAT ARE INCONSISTENT WITH LOCAL LAWS OR REGULATIONS OR STATE LAW.

(P) IT SHALL BE PROHIBITED FROM DISPLAYING OR DISTRIBUTING IN ANY MANNER, PHYSICALLY OR ELECTRONICALLY, ADVERTISING MATERIAL THAT IS MISLEADING, DECEPTIVE, OR FALSE, OR THAT IS DESIGNED TO APPEAL TO MINORS.

(Q) NO LICENSED MEDICAL MARIHUANA PROVISIONING CENTER SHALL PLACE OR MAINTAIN, OR CAUSE TO BE PLACED OR MAINTAINED, AN ADVERTISEMENT OF MEDICAL MARIHUANA IN ANY FORM OR THROUGH ANY MEDIUM:

(1) WITHIN ONE THOUSAND (1,000) FEET MEASURED PROPERTY LINE TO PROPERTY LINE OF THE REAL PROPERTY LINE COMPRISING AN OPERATIONAL SCHOOL; A COMMERCIAL CHILD CARE ORGANIZATION (NON-HOME OCCUPATION) THAT IS REQUIRED TO BE LICENSED OR REGISTERED WITH THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES, OR ITS

SUCCESSOR AGENCY, UNDER THE CHILD CARE ORGANIZATIONS ACT, 1973 PA 116, MCL 722.11 ET SEQ; OR

(2) WITHIN FIVE HUNDRED (500) FEET, MEASURED PROPERTY LINE TO PROPERTY LINE, OF A FACILITY AT WHICH SUBSTANCE ABUSE PREVENTION SERVICES OR SUBSTANCE ABUSE TREATMENT AND REHABILITATION SERVICES, AS THOSE TERMS ARE DEFINED IN PART 61 OF PA 368 OF 1978, MCL 333.6101 ET SEQ., ARE OFFERED; A CHURCH OR OTHER STRUCTURE IN WHICH RELIGIOUS SERVICES ARE CONDUCTED; PARKS; OR ANOTHER MEDICAL MARIHUANA ESTABLISHMENT.

(R) CERTIFIED LABORATORY TESTING RESULTS THAT DISPLAY AT A MINIMUM THE TETRAHYDROCANNABINOL (THC), CANNABIDIOL (CBD), TOTAL CANNABINOID TESTING RESULTS, AND A PASS/FAIL RATING BASED ON THE CERTIFIED LABORATORY'S STATE-REQUIRED TESTING MUST BE AVAILABLE TO ALL MEDICAL MARIHUANA PROVISIONING CENTER PATIENTS/CUSTOMERS UPON REQUEST AND PROMINENTLY DISPLAYED.

1300.10 - MINIMUM OPERATIONAL STANDARDS OF A MEDICAL MARIHUANA GROWER FACILITY.

(A) THE FOLLOWING MINIMUM STANDARDS FOR MEDICAL MARIHUANA GROWER FACILITIES SHALL APPLY:

(1) THE MEDICAL MARIHUANA GROWER FACILITY SHALL COMPLY AT ALL TIMES AND IN ALL CIRCUMSTANCES WITH THE MMMA, THE MMFLA, THE MTA, AND THE GENERAL RULES OF THE MEDICAL MARIHUANA LICENSING BOARD AND THE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS, OR THEIR SUCCESSORS, AS THE FOREGOING LAWS AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME;

(2) EXCEPT AS PROVIDED BY STATE LAW AND LANSING CITY CHARTER, CONSUMPTION AND/OR USE OF MEDICAL MARIHUANA SHALL BE PROHIBITED AT THE GROWER FACILITY;

(3) ALL GROWER ACTIVITY RELATED TO THE GROWER FACILITY SHALL BE PERFORMED IN A BUILDING;

(4) THE PREMISES SHALL BE OPEN FOR INSPECTION DURING THE STATED HOURS OF OPERATION AND AS SUCH OTHER TIMES AS ANYONE IS PRESENT ON THE PREMISES;

(5) ANY MEDICAL MARIHUANA GROWER FACILITY SHALL COMPLY WITH THE MTA AND SHALL MAINTAIN A LOG BOOK AND/OR DATABASE IDENTIFYING BY DATE THE AMOUNT OF MEDICAL MARIHUANA AND THE NUMBER OF MEDICAL MARIHUANA PLANTS ON THE PREMISES WHICH SHALL

NOT EXCEED THE AMOUNT PERMITTED UNDER THE GROWER LICENSE ISSUED BY THE STATE OF MICHIGAN. THIS LOG SHALL BE AVAILABLE TO LAW ENFORCEMENT PERSONNEL TO CONFIRM THAT THE MEDICAL MARIHUANA GROWER DOES NOT HAVE MORE MEDICAL MARIHUANA THAN AUTHORIZED AT THE LOCATION AND SHALL NOT BE USED TO DISCLOSE MORE INFORMATION THAN IS REASONABLY NECESSARY TO VERIFY THE LAWFUL AMOUNT OF MEDICAL MARIHUANA AT THE FACILITY;

(6) ALL MEDICAL MARIHUANA SHALL BE CONTAINED WITHIN THE BUILDING IN A LOCKED FACILITY IN ACCORDANCE WITH THE MMMA, THE MMFLA, MTA, AND THE RULES AND REGUALTIONS OF THE MEDICAL MARIHUANA LICENSING BOARD, AS AMENDED;

(7) ALL NECESSARY BUILDING, ELECTRICAL PLUMBING AND MECHANICAL PERMITS SHALL BE OBTAINED FROM THE CITY OF LANSING OR OTHER APPLICABLE GOVERNMENT AUTHORITY FOR ANY PORTION OF THE STRUCTURE IN WHICH ELECTRICAL WIRING, LIGHTING AND/OR WATERING DEVICES THAT SUPPORT THE CULTIVATION, GROWING OR HARVESTING OF MARIHUANA ARE LOCATED;

(8) THAT PORTION OF THE STRUCTURE WHERE ANY CHEMICALS SUCH AS HERBICIDES, PESTICIDES, AND FERTILIZERS ARE STORED SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LANSING FIRE DEPARTMENT TO INSURE COMPLIANCE WITH THE MICHIGAN FIRE CODES;

(9) THE DISPENSING OF MEDICAL MARIHUANA AT THE MEDICAL MARIHUANA GROWER FACILITY SHALL BE PROHIBITED;

(10) THERE SHALL BE NO OTHER ACCESSORY USES PERMITTED WITHIN THE SAME FACILITY OTHER THAN THOSE ASSOCIATED WITH CULTIVATING, PROCESSING, OR TESTING MEDICAL MARIHUANA. MULTI-TENANT COMMERCIAL BUILDINGS MAY PERMIT ACCESSORY USES IN SUITES SEGREGATED FROM MEDICAL MARIHUANA GROWER FACILITY;

(11) ALL PERSONS WORKING IN DIRECT CONTACT WITH MEDICAL MARIHUANA SHALL CONFORM TO HYGIENIC PRACTICES WHILE ON DUTY, INCLUDING BUT NOT LIMITED TO:

(I) MAINTAINING ADEQUATE PERSONAL CLEANLINESS;

(II) WASHING HANDS THOROUGHLY IN ADEQUATE HAND-WASHING AREAS BEFORE STARTING WORK AND AT ANY OTHER TIME WHEN THE HANDS MAY HAVE BECOME SOILED OR CONTAMINATED.

(III) REFRAINING FROM HAVING DIRECT CONTACT WITH MEDICAL MARIHUANA IF THE PERSON HAS OR MAY HAVE AN ILLNESS, OPEN

LESION, INCLUDING BOILS, SORES OR INFECTED WOUNDS, OR ANY OTHER ABNORMAL SOURCE OF MICROBIAL CONTAMINATION, UNTIL THE CONDITION IS CORRECTED.

(12) LITTER AND WASTE SHALL BE PROPERLY REMOVED AND THE OPERATING SYSTEMS FOR WASTE DISPOSAL ARE MAINTAINED IN AN ADEQUATE MANNER SO THAT THEY DO NOT CONSTITUTE A SOURCE OF CONTAMINATION IN AREAS WHERE MEDICAL MARIHUANA IS EXPOSED;

(13) FLOORS, WALLS, AND CEILINGS SHALL BE CONSTRUCTED IN SUCH A MANNER THAT THEY MAY BE ADEQUATELY CLEANED AND KEPT CLEAN AND IN GOOD REPAIR;

(14) THERE SHALL BE ADEQUATE SCREENING OR OTHER PROTECTION AGAINST THE ENTRY OF PESTS. RUBBISH SHALL BE DISPOSED OF SO AS TO MINIMIZE THE DEVELOPMENT OF ODOR AND MINIMIZE THE POTENTIAL FOR WASTE DEVELOPMENT AND MINIMIZE THE POTENTIAL FOR WASTE BECOMING AN ATTRACTANT, HARBORAGE OR BREEDING PLACE FOR PESTS;

(15) ANY BUILDINGS, FIXTURES AND OTHER FACILITIES SHALL BE MAINTAINED IN A SANITARY CONDITION;

(16) EACH CULTIVATION CENTER SHALL PROVIDE ITS OCCUPANTS WITH ADEQUATE AND READILY ACCESSIBLE TOILET FACILITIES THAT ARE MAINTAINED IN A SANITARY CONDITION AND GOOD REPAIR;

(17) MEDICAL MARIHUANA THAT CAN SUPPORT THE RAPID GROWTH OF UNDESIRABLE MICROORGANISMS SHALL BE HELD IN A MANNER THAT PREVENTS THE GROWTH OF THESE MICROORGANISMS;

(18) MEDICAL MARIHUANA GROWER FACILITIES SHALL BE FREE FROM INFESTATION BY INSECTS, RODENTS, BIRDS, OR VERMIN OR ANY KIND;

(19) MEDICAL MARIHUANA GROWER FACILITIES SHALL PRODUCE NO PRODUCTS OTHER THAN USEABLE MEDICAL MARIHUANA INTENDED FOR HUMAN CONSUMPTION.

(B) EXTERIOR SIGNAGE OR ADVERTISING IDENTIFYING THE FACILITY AS A MEDICAL MARIHUANA GROWER FACILITY SHALL BE PROHIBITED.

1300.11 - MINIMUM OPERATIONAL STANDARDS OF A MEDICAL MARIHUANA SAFETY COMPLIANCE FACILITY.

(A) THE FOLLOWING MINIMUM STANDARDS FOR SAFETY COMPLIANCE FACILITIES SHALL APPLY:

(1) THE SAFETY COMPLIANCE FACILITY SHALL COMPLY AT ALL TIMES AND IN ALL CIRCUMSTANCES WITH THE MMMA, THE MMFLA, THE MTA, AND THE GENERAL RULES OF THE MEDICAL MARIHUANA LICENSING BOARD AND THE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS, OR THEIR SUCCESSORS, AS THE FOREGOING LAWS AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME

(2) EXCEPT AS PROVIDED BY STATE LAW AND SECTION 8-501 OF THE LANSING CITY CHARTER CONSUMPTION AND/OR USE OF MEDICAL MARIHUANA SHALL BE PROHIBITED AT THE FACILITY;

(3) THE PREMISES SHALL BE OPEN FOR INSPECTION DURING THE STATED HOURS OF OPERATION AND AS SUCH OTHER TIMES AS ANYONE IS PRESENT ON THE PREMISES;

(4) ANY SAFETY COMPLIANCE FACILITY SHALL MAINTAIN A LOG BOOK AND/OR DATABASE IDENTIFYING BY DATE THE AMOUNT OF MEDICAL MARIHUANA ON THE PREMISES AND FROM WHICH PARTICULAR SOURCE. THE FACILITY SHALL MAINTAIN THE CONFIDENTIALITY OF QUALIFYING PATIENTS IN COMPLIANCE WITH THE MMMA, MMFLA, AND MTA, AS AMENDED;

(5) ALL MEDICAL MARIHUANA SHALL BE CONTAINED WITHIN THE BUILDING IN AN ENCLOSED, LOCKED FACILITY IN ACCORDANCE WITH THE MMMA, THE MMFLA, THE MTA, AND THE RULES AND REGULATIONS OF THE MEDICAL MARIHUANA LICENSING BOARD, AS AMENDED;

(6) THERE SHALL BE NO OTHER ACCESSORY USES PERMITTED WITHIN THE SAME FACILITY OTHER THAN THOSE ASSOCIATED WITH TESTING MEDICAL MARIHUANA;

(7) ALL PERSONS WORKING IN DIRECT CONTACT WITH MEDICAL MARIHUANA SHALL CONFORM TO HYGIENIC PRACTICES WHILE ON DUTY;

(8) LITTER AND WASTE SHALL BE PROPERLY REMOVED AND THE OPERATING SYSTEMS FOR WASTE DISPOSAL ARE MAINTAINED IN AN ADEQUATE MANNER SO THAT THEY DO NOT CONSTITUTE A SOURCE OF CONTAMINATION IN AREAS WHERE MEDICAL MARIHUANA IS EXPOSED;

(9) FLOORS, WALLS AND CEILINGS SHALL BE CONSTRUCTED IN SUCH A MANNER THAT THEY MAY BE ADEQUATELY CLEANED AND KEPT CLEAN AND IN GOOD REPAIR;

(10) ANY BUILDINGS, FIXTURES AND OTHER FACILITIES SHALL BE MAINTAINED IN A SANITARY CONDITION;

(11) MEDICAL MARIHUANA THAT CAN SUPPORT THE RAPID GROWTH OF UNDESIRABLE MICROORGANISMS SHALL BE HELD IN A MANNER THAT PREVENTS THE GROWTH OF THESE MICROORGANISMS;

(B) EXTERIOR SIGNAGE OR ADVERTISING IDENTIFYING THE FACILITY AS A MEDICAL MARIHUANA SAFETY COMPLIANCE FACILITY SHALL BE PROHIBITED.

1300.12 - MINIMUM OPERATIONAL STANDARDS OF A MEDICAL MARIHUANA PROCESSOR FACILITY AND A MEDICAL MARIHUANA SECURE TRANSPORTER.

(A) THE FOLLOWING MINIMUM STANDARDS FOR PROCESSOR AND A SECURE TRANSPORTER SHALL APPLY:

(1) THE PROCESSOR AND SECURE TRANSPORTER SHALL COMPLY AT ALL TIMES AND IN ALL CIRCUMSTANCES WITH THE MMMA, THE MMFLA, MTA AND THE GENERAL RULES OF THE MEDICAL MARIHUANA LICENSING BOARD AND THE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS, OR THEIR SUCCESSORS, AS THE FOREGOING LAWS AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME;

(2) EXCEPT AS PROVIDED BY STATE LAW AND SECTION 8-501 OF THE LANSING CITY CHARTER, CONSUMPTION AND/OR USE OF MEDICAL MARIHUANA SHALL BE PROHIBITED AT THE PROCESSOR OR SECURE TRANSPORTER FACILITY;

(3) ALL ACTIVITY RELATED TO THE PROCESSOR FACILITY SHALL BE PERFORMED INDOORS IN A BUILDING;

(4) THE PREMISES SHALL BE OPEN FOR INSPECTION DURING THE STATED HOURS OF OPERATION AND AS SUCH OTHER TIMES AS ANYONE IS PRESENT ON THE PREMISES;

(5) ANY PROCESSOR AND/OR SECURE TRANSPORTER FACILITY SHALL MAINTAIN A LOG BOOK AND/OR DATABASE IN ACCORDANCE WITH THE MMFLA, THE MTA AND THE RULES AND REGULATIONS OF THE MEDICAL MARIHUANA LICENSING BOARD IDENTIFYING BY DATE THE AMOUNT OF MEDICAL MARIHUANA ON THE PREMISES WHICH SHALL NOT EXCEED THE AMOUNT PERMITTED UNDER THE PROCESSOR LICENSE ISSUED BY THE STATE OF MICHIGAN, TO THE EXTENT A STATE PERMIT PROCESS EXISTS. THIS LOG SHALL BE AVAILABLE TO LAW ENFORCEMENT PERSONNEL TO CONFIRM THAT THE PROCESSOR DOES NOT HAVE MORE MEDICAL MARIHUANA THAN AUTHORIZED AT THE LOCATION AND SHALL NOT BE USED TO DISCLOSE MORE INFORMATION THAN IS REASONABLY NECESSARY TO VERIFY THE LAWFUL AMOUNT OF MEDICAL MARIHUANA AT THE FACILITY;

(6) ALL MEDICAL MARIJUANA WILL BE TAGGED WITH UNIQUE IDENTIFICATION.

(7) ALL MEDICAL MARIHUANA SHALL BE CONTAINED WITHIN THE BUILDING IN A LOCKED FACILITY IN ACCORDANCE WITH THE MMMA, THE MMFLA, MTA AND THE RULES AND REGULATIONS OF THE MEDICAL MARIHUANA LICENSING BOARD, AS AMENDED;

(8) ALL NECESSARY BUILDING, ELECTRICAL PLUMBING AND MECHANICAL PERMITS SHALL BE OBTAINED FOR ANY PORTION OF THE STRUCTURE IN WHICH ELECTRICAL WIRING FOR DEVICES THAT SUPPORT THE PROCESSING OR SECURE TRANSPORTING OF MEDICAL MARIHUANA ARE LOCATED;

(9) THAT PORTION OF THE STRUCTURE WHERE THE STORAGE OF ANY CHEMICALS EXIST SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LANSING FIRE DEPARTMENT TO INSURE COMPLIANCE WITH THE MICHIGAN FIRE PROTECTION CODE;

(10) THE DISPENSING OF MEDICAL MARIHUANA AT THE MEDICAL MARIHUANA PROCESSOR OR SECURE TRANPORTER FACILITY SHALL BE PROHIBITED EXCEPT AS AUTHORIZED BY LANSING CITY CHARTER AND STATE LAW;

(11) THERE SHALL BE NO OTHER ACCESSORY USES PERMITTED WITHIN THE SAME FACILITY OTHER THAN THOSE ASSOCIATED WITH THE PROCESSING OR SECURE TRANSPORTING OF MEDICAL MARIHUANA. MULTI-TENANT COMMERCIAL BUILDINGS MAY PERMIT ACCESSORY USES IN SUITES SEGREGATED FROM THE PROCESSOR FACILITY;

(12) ALL PERSONS WORKING IN DIRECT CONTACT WITH MEDICAL MARIHUANA SHALL CONFORM TO HYGIENIC PRACTICES WHILE ON DUTY, INCLUDING BUT NOT LIMITED TO:

(I) MAINTAINING ADEQUATE PERSONAL CLEANLINESS;

(II) WASHING HANDS THOROUGHLY IN ADEQUATE HAND-WASHING AREAS BEFORE STARTING WORK AND AT ANY OTHER TIME WHEN THE HANDS MAY HAVE BECOME SOILED OR CONTAMINATED.

(III) REFRAINING FROM HAVING DIRECT CONTACT WITH MEDICAL MARIHUANA IF THE PERSON HAS OR MAY HAVE AN ILLNESS, OPEN LESION, INCLUDING BOILS, SORES OR INFECTED WOUNDS, OR ANY OTHER ABNORMAL SOURCE OF MICROBIAL CONTAMINATION, UNTIL THE CONDITION IS CORRECTED.

(13) LITTER AND WASTE SHALL BE PROPERLY REMOVED AND THE OPERATING SYSTEMS FOR WASTE DISPOSAL ARE MAINTAINED IN AN ADEQUATE MANNER SO THAT THEY DO NOT CONSTITUTE A SOURCE OF CONTAMINATION IN AREAS WHERE MEDICAL MARIHUANA IS EXPOSED;

(14) FLOORS, WALLS, AND CEILINGS SHALL BE CONSTRUCTED IN SUCH A MANNER THAT THEY MAY BE ADEQUATELY CLEANED AND KEPT CLEAN AND IN GOOD REPAIR;

(15) THERE SHALL BE ADEQUATE SCREENING OR OTHER PROTECTION AGAINST THE ENTRY OF PESTS. RUBBISH SHALL BE DISPOSED OF SO AS TO MINIMIZE THE DEVELOPMENT OF ODOR AND MINIMIZE THE POTENTIAL FOR THE WASTE DEVELOPMENT OF ODOR AND MINIMIZE THE POTENTIAL FOR WASTE BECOMING AND ATTRACTANT, HARBORAGE OR BREEDING PLACES FOR PESTS;

(16) ANY BUILDINGS, FIXTURES AND OTHER FACILITIES SHALL BE MAINTAINED IN A SANITARY CONDITION;

(17) EACH MEDICAL MARIHUANA PROCESSOR FACILITY SHALL PROVIDE ITS OCCUPANTS WITH ADEQUATE AND READILY ACCESSIBLE TOILET FACILITIES THAT ARE MAINTAINED IN A SANITARY CONDITION AND GOOD REPAIR;

(18) MEDICAL MARIHUANA THAT CAN SUPPORT THE RAPID GROWTH OF UNDESIRABLE MICROORGANISMS SHALL BE HELD IN A MANNER THAT PREVENTS THE GROWTH OF THESE MICROORGANISMS;

(19) PROCESSOR FACILITIES SHALL BE FREE FROM INFESTATION BY INSECTS, RODENTS, BIRDS, OR VERMIN OR ANY KIND;

(20) PROCESSOR FACILITIES SHALL PRODUCE NO PRODUCTS OTHER THAN USEABLE MEDICAL MARIHUANA INTENDED FOR HUMAN CONSUMPTION.

(B) EXTERIOR SIGNAGE OR ADVERTISING IDENTIFYING THE FACILITY AS A PROCESSOR FACILITY SHALL BE PROHIBITED.

1300.13 - LOCATION OF MEDICAL MARIHUANA PROVISIONING CENTERS .

(A) NO MEDICAL MARIHUANA PROVISIONING CENTER SHALL BE LOCATED WITHIN:

(1) ONE THOUSAND (1000) FEET, MEASURED FROM PROPERTY LINE TO PROPERTY LINE, OF AN OPERATIONAL SCHOOL; A COMMERCIAL CHILD CARE ORGANIZATION (NON-HOME OCCUPATION) THAT IS REQUIRED TO BE LICENSED OR

REGISTERED WITH THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES, OR ITS SUCCESSOR AGENCY, UNDER THE CHILD CARE ORGANIZATIONS ACT, 1973 PA 116, MCL 722.11 ET SEQ.;

(2) FIVE HUNDRED (500) FEET, MEASURED FROM PROPERTY LINE TO PROPERTY LINE, OF; A FACILITY AT WHICH SUBSTANCE ABUSE PREVENTION SERVICES OR SUBSTANCE ABUSE TREATMENT AND REHABILITATION SERVICES, AS THOSE TERMS ARE DEFINED IN PART 61 OF PA 368 OF 1978, MCL 333.6101 ET SEQ., ARE OFFERED; A CHURCH OR OTHER STRUCTURE IN WHICH RELIGIOUS SERVICES ARE CONDUCTED; PARKS; OR ANOTHER MEDICAL MARIHUANA ESTABLISHMENT.

(B) MEDICAL MARIHUANA PROVISIONING CENTERS SHALL BE LIMITED TO F AND F1-COMMERCIAL, G2-WHOLESALE, H-LIGHT INDUSTRIAL, AND I-HEAVY INDUSTRIAL AS PROVIDED BY THE ZONING PROVISIONS OF THE LANSING CODIFIED ORDINANCES.

(C) NO MEDICAL MARIHUANA PROVISIONING CENTER SHALL BE LOCATED WITHIN ANOTHER BUSINESS.

(D) NO MEDICAL MARIHUANA ESTABLISHMENT SHALL BE LOCATED IN AN UNZONED AREA OR IN AN AREA SUBJECT TO AN AGREEMENT ENTERED INTO PURSUANT TO PUBLIC ACT 425 OF 1984

(E) EXCEPT AS OTHERWISE PERMISSIBLE UNDER THE LANSING CITY CHARTER AT SECTION 8-501, NO PERSON SHALL ALLOW THE CONSUMPTION OF MARIHUANA OR MARIHUANA INFUSED PRODUCTS ON LICENSED PREMISES.

1300.14 - LOCATION OF MEDICAL MARIHUANA SAFETY COMPLIANCE FACILITIES, MEDICAL MARIHUANA PROCESSOR FACILITIES, MEDICAL MARIHUANA GROWER FACILITIES, AND MEDICAL MARIHUANA SECURE TRANSPORTERS.

(A) NO MEDICAL MARIHUANA SAFETY COMPLIANCE FACILITY, MEDICAL MARIHUANA PROCESSOR FACILITY, MEDICAL MARIHUANA GROWER FACILITY, OR MEDICAL MARIHUANA SECURE TRANSPORTER SHALL BE LOCATED WITHIN

(1) ONE THOUSAND (1,000) FEET, MEASURED FROM THE PROPERTY LINE OF THE MEDICAL MARIHUANA ESTABLISHMENT TO THE PROPERTY LINE OF AN OPERATIONAL SCHOOL; A COMMERCIAL CHILD CARE ORGANIZATION (NON-HOME OCCUPATION) THAT IS REQUIRED TO BE LICENSED OR REGISTERED WITH THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES, OR ITS SUCCESSOR AGENCY, UNDER THE CHILD CARE ORGANIZATIONS ACT, 1973 PA 116, MCL 722.11 ET SEQ.; OR

(2) FIVE HUNDRED (500) FEET, MEASURED FROM THE PROPERTY LINE OF THE MEDICAL MARIHUANA ESTABLISHMENT TO THE PROPERTY LINE OF A FACILITY AT WHICH SUBSTANCE ABUSE PREVENTION SERVICES OR SUBSTANCE ABUSE TREATMENT AND REHABILITATION SERVICES, AS THOSE TERMS ARE DEFINED IN PART 61 OF PA 368 OF 1978, MCL 333.6101 ET SEQ., ARE OFFERED; OR A CHURCH OR OTHER STRUCTURE IN WHICH RELIGIOUS SERVICES ARE CONDUCTED; PARKS; OR ANOTHER MEDICAL MARIHUANA ESTABLISHMENT.

(B) ALL MEDICAL MARIHUANA SAFETY COMPLIANCE FACILITIES, MEDICAL MARIHUANA PROCESSOR FACILITIES, AND MEDICAL MARIHUANA SECURE TRANSPORTER FACILITIES SHALL BE SUBJECT TO SUBSECTION (A) AND SHALL BE LIMITED TO THE H-LIGHT INDUSTRIAL, I-HEAVY INDUSTRIAL, OR G2-WHOLESALE ZONING DISTRICTS AS IDENTIFIED IN THE LANSING CODIFIED ORDINANCES.

(C) ALL MEDICAL MARIHUANA GROWER FACILITIES SHALL BE SUBJECT TO SUBSECTION (A) AND SHALL BE LIMITED TO THE H-LIGHT INDUSTRIAL OR I-HEAVY INDUSTRIAL ZONING DISTRICTS AS IDENTIFIED IN THE LANSING CODIFIED ORDINANCES.

1300.15 - LICENSE REVOCATION; BASES FOR REVOCATION; APPEAL OF LICENSE DENIAL.

(A) A LICENSE ISSUED UNDER THIS CHAPTER MAY BE REVOKED AFTER AN ADMINISTRATIVE HEARING AND A DETERMINATION THAT ANY GROUNDS FOR REVOCATION UNDER SUBSECTION (B) EXIST. NOTICE OF THE TIME AND PLACE OF THE HEARING AND THE GROUNDS FOR REVOCATION MUST BE GIVEN TO THE LICENSEE AT LEAST FIVE DAYS PRIOR TO THE DATE OF THE HEARING, BY FIRST CLASS MAIL TO THE ADDRESS GIVEN ON THE LICENSE APPLICATION OR ANY ADDRESS PROVIDED PURSUANT TO 1300.4(A)(1) OR (2);

(B) A LICENSE ISSUED UNDER THIS CHAPTER MAY BE DENIED OR REVOKED ON ANY OF THE FOLLOWING BASES:

(1) A MATERIAL VIOLATION OF ANY PROVISION OF THIS CHAPTER;

(2) ANY CONVICTION OF A DISQUALIFYING FELONY BY THE LICENSEE, STAKEHOLDER, OR ANY PERSON HOLDING AN OWNERSHIP INTEREST IN THE LICENSE;

(3) COMMISSION OF FRAUD OR MISREPRESENTATION OR THE MAKING OF A FALSE STATEMENT BY THE APPLICANT, LICENSEE, OR ANY STAKEHOLDER OF THE APPLICANT OR LICENSEE WHILE ENGAGING IN ANY ACTIVITY FOR WHICH THIS CHAPTER REQUIRES A LICENSE;

(4) FAILURE TO OBTAIN AND MAINTAIN A CERTIFICATE OF APPROVAL FROM THE CITY CLERK;

(5) THE MEDICAL MARIHUANA ESTABLISHMENT IS DETERMINED BY THE CITY TO HAVE BECOME A PUBLIC NUISANCE.

(C) APPEAL OF DENIAL OF APPLICATION OR REVOCATION OF LICENSE: THE CITY CLERK SHALL NOTIFY AN APPLICANT OF THE REASON(S) FOR DENIAL OF AN APPLICATION OR REVOCATION OF A LICENSE AND PROVIDE THE APPLICANT WITH THE OPPORTUNITY TO BE HEARD. ANY APPLICANT AGGRIEVED BY THE DENIAL OR REVOCATION OF A LICENSE UNDER THIS CHAPTER MAY APPEAL TO THE CITY CLERK, WHO SHALL APPOINT A HEARING OFFICER. SUCH APPEAL SHALL BE TAKEN BY FILING WITH THE CITY CLERK, WITHIN 14 DAYS AFTER NOTICE OF THE ACTION COMPLAINED OF HAS BEEN MAILED TO THE APPLICANT'S LAST KNOWN ADDRESS ON THE RECORDS OF THE CITY CLERK, A WRITTEN STATEMENT SETTING FORTH FULLY THE GROUNDS FOR THE APPEAL. THE REVIEW ON APPEAL OF A DENIAL OR REVOCATION SHALL BE LIMITED TO WHETHER THERE HAS BEEN AN ABUSE OF DISCRETION IN THE DECISION OR THAT THE DECISION IS NOT SUPPORTED BY MATERIAL AND COMPETENT EVIDENCE. THE FINAL AND CONCLUSIVE DECISION ON APPEAL SHALL BE THE CITY COUNCIL WHO SHALL RECEIVE A REPORT AND RECOMMENDATION FROM THE HEARING OFFICER.

1300.16 – PENALTIES; TEMPORARY SUSPENSION OF A LICENSE

(A) THE CITY OF LANSING MAY REQUIRE AN APPLICANT OR LICENSEE OF A MEDICAL MARIHUANA FACILITY TO PRODUCE DOCUMENTS, RECORDS, OR ANY OTHER MATERIAL PERTINENT TO THE INVESTIGATION OF AN APPLICATION OR ALLEGED VIOLATION OF THIS CHAPTER. FAILURE TO PROVIDE THE REQUIRED MATERIAL MAY BE GROUNDS FOR APPLICATION DENIAL OR LICENSE REVOCATION;

(B) ANY PERSON IN VIOLATION OF ANY PROVISION OF THIS CHAPTER SHALL BE SUBJECT TO A CIVIL FINE AND COSTS. INCREASED CIVIL FINES MAY BE IMPOSED FOR A REPEAT VIOLATION. AS USED IN THIS SECTION "REPEAT VIOLATION" SHALL MEAN A SECOND OR ANY SUBSEQUENT INFRACTION OF THE SAME REQUIREMENT OR PROVISION COMMITTED BY A PERSON OR ESTABLISHMENT WITHIN ANY 12-MONTH PERIOD. UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THIS CHAPTER OR ANY OTHER CHAPTER FOR A MUNICIPAL INFRACTION, THE PENALTY SCHEDULE IS AS FOLLOWS:

1. $500, PLUS COSTS, FOR THE FIRST VIOLATION;
2. $750, PLUS COSTS, FOR A REPEAT VIOLATION;

3. $750, PLUS COSTS, PER DAY, PLUS COSTS, FOR ANY VIOLATION THAT CONTINUES FOR MORE THAN ONE DAY.

(C) ALL FINES IMPOSED UNDER THIS CHAPTER SHALL BE PAID WITHIN 45 DAYS AFTER THE EFFECTIVE DATE OF THE ORDER IMPOSING THE FINE OR AS OTHERWISE SPECIFIED IN THE ORDER;

(D) THE MAYOR MAY TEMPORARILY SUSPEND A MEDICAL MARIHUANA ESTABLISHMENT LICENSE WITHOUT A PRIOR HEARING IF THE MAYOR FINDS THAT PUBLIC SAFETY OR WELFARE REQUIRES EMERGENCY ACTION AFFECTING THE PUBLIC HEALTH, SAFETY, OR WELFARE. THE MAYOR SHALL CAUSE THE TEMPORARY SUSPENSION BY ISSUING A SUSPENSION NOTICE IN CONNECTION WITH INSTITUTION OF PROCEEDINGS FOR NOTICE AND A HEARING;

(E) IF THE MAYOR TEMPORARILY SUSPENDS A LICENSE WITHOUT A PRIOR HEARING, THE LICENSEE IS ENTITLED TO A HEARING WITHIN THIRTY (30) DAYS AFTER THE SUSPENSION NOTICE HAS BEEN SERVED ON THE LICENSEE OR POSTED ON THE LICENSED PREMISES. IN THE CASE OF A LICENSE ISSUED FOR A MEDICAL MARIHUANA GROWER FACILITY, THE HEARING SHALL BE HELD WITHIN SEVEN (7) DAYS AFTER THE NOTICE HAS BEEN SERVED ON THE LICENSEE OR POSTED ON THE PREMISES OF THE LICENSED FACILITY. THE HEARING SHALL BE LIMITED TO THE ISSUES CITED IN THE SUSPENSION NOTICE;

(F) IF THE MAYOR DOES NOT HOLD A HEARING WITHIN THIRTY (30) DAYS AFTER THE DATE THE SUSPENSION WAS SERVED ON THE LICENSEE OR POSTED ON THE LICENSED PREMISES, OR IN THE CASE OF A GROWER FACILITY SEVEN (7) DAYS, THEN THE SUSPENDED LICENSE SHALL BE AUTOMATICALLY REINSTATED AND THE SUSPENSION VACATED.

(G) THE PENALTY PROVISIONS OF THIS CHAPTER ARE NOT INTENDED TO FORECLOSE ANY OTHER REMEDY OR SANCTION THAT MIGHT BE AVAILABLE TO, OR IMPOSED BY THE CITY, INCLUDING CRIMINAL PROSECUTION.

1300.17 -NO VESTED RIGHTS

A PROPERTY OWNER SHALL NOT HAVE VESTED RIGHTS OR NONCONFORMING USE RIGHTS THAT WOULD SERVE AS A BASIS FOR FAILING TO COMPLY WITH THIS CHAPTER OR ANY AMENDMENT OF THIS CHAPTER.

1300.18 –ZONING BOARD OF APPEALS

THE DISTANCE REQUIREMENTS UNDER THIS CHAPTER SHALL BE REVIEWABLE BY THE BOARD OF ZONING APPEALS FOLLOWING THE CRITERIA PROVIDED IN SECTION 1244.06(C).

1300.19-SUNSET

PURSUANT TO SECTION 3-307 OF THE LANSING CITY CHARTER, THIS CHAPTER SHALL EXPIRE DECEMBER 1, 2026.

Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules, inconsistent with the provisions hereof are hereby repealed in their entirety and shall be void and of no effect.

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

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

XV A.1.a

Chris Swope
Lansing City Clerk

May 19, 2017

Members of the Lansing City Council
10th Floor City Hall
Lansing, MI 48933

Dear Councilmembers:

The Minutes from the Meetings of the following Boards, Commissions, and Authorities of the City of Lansing were placed on file in the City Clerk's Office and are available for review in the City Clerk's Office and at the following website: http://lansingmi.gov/AgendaCenter

BOARD NAME	**DATE OF MEETING**
Board of Ethics	April 11, 2017 January 10, 2017
Board of Public Service	April 13, 2017
Downtown Lansing Inc.	January 12, 2017
Employees' Retirement System	March 23, 2017 February 23, 2017
Police & Fire Retirement System	March 21, 2017

If my staff or I can provide further assistance or information relative to the filing of these minutes, please contact us at 483-4131.

Sincerely,

Chris Swope

Chris Swope, CMC, CMMC
Lansing City Clerk

Chris Swope
Lansing City Clerk

May 18, 2017

President and Members of the Lansing City Council
10th Floor City Hall
Lansing, MI 48933

Dear Councilmembers:

This is to notify you that my office received at 11:50 a.m. on May 18, 2017 the attached Notice of Veto of items within Council Resolution 2017-131, pertaining to the Fiscal Year 2018 City Budget. This notice was filed in compliance with Article III, Chapter 3, Section 3-305 of the City Charter which states that such notice must be filed in the Office of the City Clerk before 5:00 p.m. of the third working day following the adoption of the ordinance or resolution being vetoed.

Article III, Chapter 3, Section 3-305 of the City Charter further states that the item being vetoed shall not become law without further affirmative vote of two-thirds of the Council members serving at a meeting held within two weeks of the Notice of Veto.

If my staff or I can provide further assistance or information, please contact us at 483-4131.

Sincerely,

Chris Swope

Chris Swope, CMC, CMMC
Lansing City Clerk

Attachment

RECEIVED
2017 MAY 18 AM 11:50
LANSING CITY CLERK

OFFICE OF MAYOR VIRG BERNERO
124 W. MICHIGAN AVENUE – NINTH FLOOR
LANSING, MI 48933

May 18, 2017

President Patricia Spitzley and Councilmembers
Lansing City Council
Lansing City Hall – Tenth Floor
124 W. Michigan Avenue
Lansing, MI 48933

Dear President Spitzley and Councilmembers,

Pursuant to my authority under the City Charter, please be advised that I have vetoed and suspended the operation of certain portions of Resolution 2017-131, the Council's adopted budget for Fiscal Year 2017/2018.

As noted in the attached Notice of Veto, I hereby veto the Council's amendments to my proposed budget that would have allowed operations of Groesbeck Golf Course to be contracted with the Lansing Entertainment and Public Facilities Authority (LEPFA), starting with the 2018 golf season, as proposed in my FY 2018 Executive Budget Recommendation. My proposal to contract with LEPFA will help manage the course as a regional asset and reduce reliance on Parks Millage funding to offset operating losses at the golf facility.

Sincerely,

Virg Bernero
Mayor

Enclosure

RECEIVED
2017 MAY 18 AM 11:51
LANSING CITY CLERK

NOTICE OF VETO

Pursuant to my authority under the Charter of the City of Lansing, I hereby veto and suspend the following amendments contained in Resolution #2017-131, the Fiscal Year 2017/2018 budget resolution, which was adopted by the Lansing City Council on May 15, 2017. This veto maintains a balanced budget.

Golf Fund Expenditures	
Golf Fund Operations	$(164,558)
Golf Fund Personnel	164,558

The reason for my veto is to allow operations of Groesbeck Golf Course to be contracted with the Lansing Entertainment and Public Facilities Authority (LEPFA), starting with the 2018 golf season, as proposed in my FY 2018 Executive Budget Recommendation, in order to promote Groesbeck as a regional asset and reduce reliance on Parks Millage funding to offset operating losses at the golf facility.

Accordingly, I exercise my authority under the City Charter and issue this veto, which maintains balance in the budget as required by state law and our Charter.

Dated: 5-18-2017

Signed: _____
Virg Bernero, Mayor

Chris Swope
Lansing City Clerk

May 19, 2017

President and Members of the Lansing City Council
10th Floor, City Hall
Lansing, MI 48933

Dear Councilmembers:

The attached fireworks display application has been submitted to the City Clerk's Office, and is being forwarded for your consideration and appropriate action:

Sincerely,

Chris Swope, CMC
Lansing City Clerk

BY THE COMMITTEE ON GENERAL SERVICES
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City Clerk has forwarded an application for a City License, which has been routinely processed without objection, and is ready for final action by this Council; and,

WHEREAS, all required signatures have been obtained supporting the application for a fireworks display license;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves the application for a City License as follows:

FIREWORKS DISPLAY LICENSE:

Wolverine Fireworks Display Inc. for a public display of fireworks in the City of Lansing at to be held on July 4, 2017

FIREWORKS DISPLAY
LICENSE APPLICATION

Applicant's Name Wolverine Fireworks Display, Inc.		
Phone Number(s) where applicant can be reached 989-662-0121	Email Address jenny@wolvdisplay.com	
Applicant's Address 205 W. Seidlers Rd.	City Kawkawlin	State, Zip MI 48634
Date of Display July 4, 2017	Time of Display Dusk	
Exact Location of Display Oak Park, Lansing, MI		
Type and Quantity of Fireworks to be used in Display (attach listing if available) See attached list		
Manner and location of the storage of the fireworks prior to the display Fireworks will stay locked in truck until loaded.		

List All Persons Who Will Operate the Display:

Name	Age	Description of Relevant Experience
Brandon Grzegorczyk	29	Over 10 year's experience. PGI Certified. Apa Certified. Has shot over 100 professional displays.
Chelsea Grzegorczyk	27	5 years experience. PGI certified. Has shot over 25 professional displays.

Has the applicant, any person with an ownership interest in the applicant, or any person who will operate the display had any citation or conviction for, or guilty plea to, a violation of the laws of the United States, any State or any local unit of government regulating the sale, use, or possession of fireworks?

☐ Yes ☒ No If yes, disclose details:

Additional Requirements:

1. Non-Refundable License fee of $150.
2. Proof of a bond, an insurance policy naming the City as co-insured, or a combination of both, available for the payment of any damages arising out of an act or omission of the licensee or his agents, employees, or subcontractors, covering the following: (a) At least $500,000.00 for property damage; and (b) at least $500,000.00 for injury to one person and $1,000,000.00 for injury to two or more persons resulting from the same occurrence.
3. Copies of State issued identification for each person who will operate the display.
4. If the applicant is a nonresident person, written appointment of a resident agent to serve as legal representative upon whom all process in an action or proceeding against the person may be served

I certify that neither the Applicant nor any person with ownership interest is in default to the City of Lansing.

By my signature, I swear (or affirm) that all information provided in this application is true.

Jennifer Campau
APPLICANT'S SIGNATURE

********** APPROVALS **********

Sig. Det. Joel Cutler	5/5/17	Sig. Tammy Good	5/11/17
Police Department	Date	City Treasurer	Date
Sig. Marshvan Blake	5-16-17		
Fire Marshal	Date	City Attorney	Date

(rev 7/11)

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, the Parks and Recreation Department desires to make a program of recreation services available to residents of Lansing and non-residents of Lansing; and

WHEREAS, the Parks and Recreation Department desires to offer Sand Volleyball Court rental at Marshall Park; and

WHEREAS, to provide and maintain Sand Volleyball Courts, special sand is required; and

WHEREAS, the new fees proposed are to compensate the Department of Parks and Recreation and help offset the costs involved to purchase the special sand, maintain the courts and appropriate depth of sand;

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:

MARSHALL PARK SAND VOLLEYBALL FEES:

Court Rental No Equipment	Resident $5/hr	Non-Resident $10/hr
Court Rental with Equipment	Resident $8/hr	Non-Resident $15/hr

DOWNTOWN
LANSING INC.

May 2, 2017

Honorable Virg Bernero
Lansing City Hall
124 W. Michigan Ave., 9th Floor
Lansing, MI 48933

Dear Mayor Bernero:

Downtown Lansing Inc. (DLI) would like to request a public hearing for June 12, 2017 to levy the Principal Shopping District (PSD) special assessment for FY18, FY19 & FY20 with final passage by City Council on June 26, 2017. The PSD special assessment renews every three years.

The rates proposed, based on square footage, are listed below. The DLI Board is proposing a 3% increase per fiscal year for District A only in order to continue to provide quality maintenance and beautification services to the district as defined by the PSD Ordinance. No rate changes for District B or C are being requested at this time.

Property Type	**District A FY18**	**District A FY19**	**District A FY20**	**District B**	**District C**
1st Floor Commercial	13.6 cents	14 cents	14.42 cents	9.2 cents	2 cents
2nd Floor Commercial	6.2 cents	6.39 cents	6.58 cents	3.45 cents	1 cent
1st Floor Parking Ramp	4.9 cents	5.05 cents	5.2 cents	4.6 cents	2 cents
2nd Floor Parking Ramp	2.47 cents	2.54 cents	2.62 cents	2.3 cents	1 cent
Surface Parking Lots	4.9 cents	5.05 cents	5.2 cents	4.6 cents	2 cents
Vacant Land	1.24 cents	1.27 cents	1.3 cents	1.15 cents	1 cents
1st Floor Industrial	2.47 cents	2.54 cents	2.62 cents	2.3 cents	2 cents
2nd Floor Industrial	1.24 cents	1.27 cents	1.3 cents	1.15 cents	1 cent

**Rates are based on square footage.*

The proposed rate increase would result in an annual increase of approximately $11,000 each FY to assist with maintenance and beautification efforts. The approximate increase at the end of the three year period (FY20) would be about $31,000.

Thank you for your consideration regarding this matter.

Sincerely,

Mindy Biladeau

Mindy Biladeau, Executive Director

401 SOUTH WASHINGTON, SUITE 101 LANSING, MI 48933
P 517-487-3322 F 517-487-5889

downtownlansing.org

BY THE COMMITTEE _____
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City of Lansing desires to encourage and support shopping and commercial activity in the Principal Shopping District area by public improvement to develop, redevelop, promote economic activity, and provide for the maintenance, security, and operation of the Principal Shopping District by such public improvement which especially benefits any property within a district; and

WHEREAS, the City of Lansing desires to encourage promotional efforts, business recruitment in all zones and physical improvements and maintenance services (in zone "A") of the Principal Shopping District; and

WHEREAS, the City of Lansing has determined that this should be provided through special assessment zones established for the purpose of financing Principal Shopping District activities; and

WHEREAS, the City of Lansing has determined that the cost of providing such services should be recovered by a special assessment against properties especially benefited as authorized by Act No. 120 of the Public Acts of 1961, as amended, and Chapters 812 and 1026 of the Lansing Code of Ordinances; and

WHEREAS, the City of Lansing has reviewed the proposed special assessment boundaries; and

WHEREAS, the City of Lansing has also reviewed the proposed services within the boundaries with an estimated cost of these services;

NOW, THEREFORE, BE IT RESOLVED that the special assessment zones for the Principal Shopping District are established by City Council as follows:

Principal Shopping District: Beginning at the intersection of West right-of-way line of S. Capitol Avenue and the north right-of-way line of W. St. Joseph Street, "Point of Beginning," North along S. Capitol Avenue right-of-way line to the center-line of W. Washtenaw Street, west along the centerline of W. Washtenaw Street to the center-line of Townsend Street, north along the center-line of Townsend Street to the center-line of W. Allegan Street, then east along the W. Allegan Street center-line to the center-line of S. Capitol Avenue, north along the S. Capitol Avenue center-line to the center-line of W. Saginaw Street, east along the W. Saginaw Street center-line to the west right-of-way line of N. Washington Avenue, north along the N. Washington Avenue right-of-way line to the north right-of-way line of W. Grand River Avenue, east along the W. Grand River Avenue right-of-way line to the west right-of-way line of Turner Street, north along the Turner Street right-of-way line to the north right-of-way line of Clinton Street, east along Clinton Street right-of-way to the east right-of-way line of Center Street, south along the Center Street right-of-way line to the north right-of-way line of Liberty Street, east along' the Liberty Street right-of-way line to the centerline of N. Cedar Street, south along the

N. Cedar Street center-line to the south right-of-way line of East Grand River Avenue, east along the E. Grand River Avenue right-of-way line to the west right of-way line of N. Larch Street, south along the N. Larch Street right-of-way line to the center-line of E. Shiawassee Street, east along the E. Shiawassee Street center-line to the west right-of-way line of the Conrail right-of-way, south along the Conrail right-of-way line to the south right-of-way line of E. Michigan Avenue, west along the E. Michigan Avenue right-of-way to the east right-of-way line of S. Larch Street, south along the S. Larch Street right-of-way line to the center-line of E. Kalamazoo Street, then west along E. Kalamazoo Street center-line to the center-line of S. Larch Street, then south along the S. Larch Street center-line to the north right-of-way line of St. Joseph Street (extended), west along the St. Joseph Street right-of-way line (extended) to the Point of Beginning.

The Principal Shopping District, as described herein, shall contain zones as described below:

Zone A: Beginning at the intersection of the center-line of W. Shiawassee Street and the centerline of N. Capitol Avenue, the "Point of Beginning -A", east along the center-line of Shiawassee Street to the west right-of-way line of the Conrail right-of-way, south along the Conrail right-of-way line to the center-line of E. Michigan Avenue, west along the center-line of E. Michigan Avenue to the center-line of S. Cedar Street, south along the S. Cedar Street center-line to the center-line of E. Kalamazoo Street, west along the E. Kalamazoo Street center-line to the center-line of Museum Drive, northwesterly along the center-line of Museum Drive to the north line of Impression Five Condominium (extended), west along the said north line of Impression Five Condominium (extended) to the center-line of the Grand River, southeasterly along the center of the Grand River to the center-line of E. Kalamazoo Street, continuing along the center-line of E. Kalamazoo Street to the center-line of Grand Avenue, south along the Grand Avenue center-line to the center-line of W. Lenawee Street, west along the W. Lenawee Street center-line to the west right-of-way line of S. Capitol Avenue, north along the west right-of-way line of S. Capitol Avenue to W. Washtenaw street, west along the centerline of W. Washtenaw Street to the centerline of Townsend Street, north along the centerline of Townsend Street to the centerline of W. Allegan Street, then east along the W. Allegan Street center-line of W. Allegan Street to the center-line of S. Capitol Avenue, north along the S. Capitol Avenue center-line to the Point of Beginning –A.

Zone B: Beginning at the intersection of west right-of-way line of N. Washington Avenue and the north right-of-way line of W. Grand River Avenue, the "Point of Beginning -B," east along the W. Grand River right-of-way line to the west right-of-way line of Turner Street, north along the Turner Street right-of-way line to the north right-of-way line of Clinton Street, east along the Clinton Street right-of-way line to the east right-of-way line of Center Street, south along the Center Street right-of-way line to the north right-of-way line of Liberty Street, east along the Liberty Street right-of-way line to the center, line of N. Cedar Street, south along the N. Cedar Street center-line to the centerline of E. Maple Street, west along E. Maple Street center-line (as aligned) to the west right-of-way line of N. Washington Avenue, north along the N. Washington Avenue right-of-way line to the Point of Beginning –B.

Zone C -North: Beginning at the intersection of the center-line of N. Capitol Avenue and the center-line of W. Shiawassee Street, the "Point of Beginning -C (North)," north along the N. Capitol Avenue center-line to the center-line of W. Saginaw Street, east along the W. Saginaw Street center-line to west right-of-way line of N. Washington Avenue, north along the N. Washington Avenue right-of-way line to the center-line of E. Maple Street, east along E. Maple Street (as aligned) center-line to the center-line of N. Cedar Street, north along the N. Cedar Street center-line to the south right-of-way line of E. Grand River Avenue, east along the E. Grand River Avenue right-of-way line to the west right-of-way line of N. Larch Street, south along the N. Larch Street right-of-way line to the center-line of E. Shiawassee Street, west along the E. Shiawassee Street Center-line to the Point of Beginning - C (North).

Zone C -South: Beginning at the intersection of the west right-of-way line of S. Capitol Avenue and the center-line of W. Lenawee Street, the "Point of Beginning -C (South}," east along the W. Lenawee Street center-line to the center-line of Grand Avenue, north along Grand Avenue centerline to the center-line of E. Kalamazoo Street, east along the Kalamazoo Street center-line to the center of the Grand River, northwesterly along the center-line of the Grand River to the north line of Impression Five Condominium (extended), east along the north line of Impression Five Condominium (extended) to the center-line of Museum Drive, southeasterly along the center-line of Museum Drive to the center-line of E. Kalamazoo Street, east along the Kalamazoo Street centerline to the center-line of S. Cedar Street, north along the Cedar Street center-line to the center-line of E. Michigan Avenue, east along the E. Michigan Avenue center-line to the west right-of-way line of the Conrail right-of-way, south along the Conrail right-of-way line to the south right-of-way line of E. Michigan Avenue, then west along the E. Michigan Avenue right-of-way line to the east right-of-way line of S. Larch Street, south along the S. larch Street right-of-way line to the center-line of E. Kalamazoo Street, west along the E. Kalamazoo Street center-line to the center-line of S. Larch Street, south along the S. larch Street center-line to the north right-of-way line of St. Joseph Street (extended), west along the St. Joseph Street right-of-way line (extended) to the west right-of-way line of S. Capitol Avenue, then north along the S. Capitol Avenue right-of-way to the Point of Beginning -C (South).

BE IT FURTHER RESOLVED, that the Principal Shopping District public improvements and services be supported by a special assessment of these costs against the properties especially benefited as follows:

ZONE A -13.6 cents per square foot for first floor and 6.2 cents per square foot for second floors and above, parking structures at the rate of 4.9 cents per square foot for the main floors and 2.47 cents per square foot for second floors and above, parking lots at 4.9 cents per square foot, vacant land at 1.24 cents per square foot, and industrial & manufacturing properties at 2.47 cents per square foot for the first floor and 1.24 cents per square foot for second floors and above for FY18;

14 cents per square foot for first floor and 6.39 cents per square foot for second floors

and above, parking structures at the rate of 5.05 cents per square foot for the main floors and 2.54 cents per square foot for second floors and above, parking lots at 5.05 cents per square foot, vacant land at 1.27 cents per square foot, and industrial & manufacturing properties at 2.54 cents per square foot for the first floor and 1.27 cents per square foot for second floors and above for FY19;

14.42 cents per square foot for first floor and 6.58 cents per square foot for second floors and above, parking structures at the rate of 5.2 cents per square foot for the main floors and 2.62 cents per square foot for second floors and above, parking lots at 5.2 cents per square foot, vacant land at 1.3 cents per square foot, and industrial & manufacturing properties at 2.62 cents per square foot for the first floor and 1.3 cents per square foot for second floors and above for FY20;

ZONE B -9.2 cents per square foot for first floor and 3.45 cents per square foot for second floors and above, parking structures at the rate of 4.6 cents per square foot for the main floors and 2.3 cents per square foot for second floors and above, parking lots at 4.6 cents per square foot, vacant land at 1.15 cents per square foot, and industrial & manufacturing properties at 2.3 cents per square foot for the first floor and 1.15 cents per square foot for second floors and above;

ZONE C (North & South) -2 cents per square foot for first floor and 1 cent per square foot for second floors and above, parking structures at the rate of 2 cents per square foot for the main floors and 1 cent per square foot for second floors and above, parking lots at 2 cents per square foot, vacant land at 1 cent per square foot, and industrial & manufacturing properties at 2 cents per square foot for the first floor and 1 cent per square foot for second floors and above;

BE IT FURTHER RESOLVED, that the cost and expense of making estimates, plans and assessments incidental to the preparation of the assessment and the role, and providing notices shall be included in the expense of the assessment.

BE IT FURTHER RESOLVED, that the Principal Shopping District public improvement and services be financed by a special assessment of these costs against the properties especially benefited as contained in the assessment Roll No. PSD17-A/PSD17-B/PSD17-C compiled by the City Assessor.

BE IT FURTHER RESOLVED, that in zones "A," "B," and "C" (North & South), all property owners whose assessment would otherwise exceed $10,000.00 per one parcel, shall be capped at no more than $10,000.00 per one parcel on an annual basis.

BE IT FURTHER RESOLVED, that in zones "A," "B," and "C " (North & South), any property owned by a non-profit entity which as received a Federal IRS Section 501(c)(3) non-profit designation shall have their property assessment capped at 40% of the proposed assessment rate; provided that said entity shall file with the City Assessor, not later than August 15, 2017 a written application for non-profit Principal Shopping District designation, together with a copy of said determination of IRS Section 501 (c)(3) status.

BE IT FURTHER RESOLVED, that a public hearing be held June 12, 2017, at 7:00 pm in the City Council Chamber, 10th Floor City Hall, Lansing, Michigan to consider the establishment of the Principal Shopping District special assessment roll.

BE IT FINALLY RESOLVED, that the notice to the affected owners of the properties in said district be given at least 12 (twelve) day notice prior to the date of the hearing and in accordance with Chapter 1026 of the Lansing Code of Ordinances.

XVA 2c

RECEIVED
MAY 17 2017
MAYOR'S OFFICE

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Virg Bernero, Mayor

FROM: Stephanie Robinson CPPB, Senior Buyer

DATE: May 10, 2017

SUBJECT: Sole Source Purchase – Plante Moran Initiative Planning Study

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: Lansing Fire Department

Vendor: Plante Moran

Item Purchased: Shared Public Service Initiative Planning with the East Lansing Fire Department.

Dollar Amount: $ 31,500 from account 1013501.743000

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

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

slr

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Randy Hannan, Chief of Staff
Chad Gamble, Chief Operating Officer

FROM: Stephanie Robinson, CPPB, Senior Buyer

DATE: **May 1, 2017**

SUBJECT: Sole Source – Plante Moran Initiative Planning Study

The Lansing Fire Department requests that Plante Moran vendor # V010169 be designated as a Sole Source vendor for the Shared Public Service Initiative Planning with the East Lansing Fire Department .

Please see the attached letter from Randall Talifarro regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Plante Moran in the amount of $ 31,500 from account number 1013501-743000 per the request of the Lansing Fire Department.

Attachment

Date: 5-4-2017

Approved ✓ Denied ____

Virg Bernero, Mayor

Lansing Fire Department

120 E. Shiawassee Street
Lansing MI 48933
(517) 483-4200
Fax (517) 483-4488
www.lansingfire.com

Virg Bernero, Mayor
Randall Talifarro, Fire Chief
Marc Tyler, Assistant Fire Chief
Matthew Jenkins, Assistant Fire Chief

To: Stephanie Robinson, Senior Buyer

From: Randall Talifarro

Date: April 26, 2017

Subject: Sole Source Justification – Lansing Metro Fire – Shared Public Service Initiative Planning

This memo serves to detail the sole source justification for the issuance of a Study to Plante Moran (PM) for the above mentioned study. This study is a continuation of a shared fire study that was performed approximately 6 years ago related to a master plan and issues related to increased partnership, collaboration and/or consolidation of regional facets of shared fire services.

The regional partners have taken great strides to address many operational and management related issues that would make increasing our cooperative efforts more difficult. Therefore, the Cities of Lansing and East Lansing are moving forward with a joint study to explore a consolidation of certain administrative and fire operations

I have attached the proposed scope of work that outlines specifics related to PM's work as well as our mutual objectives to further our shared efforts to provide the very best services to our regional customers.

The cost outlined in the PM study is $63,000. The costs will be funded equally between the Cities of East Lansing and Lansing. Please find attached an email from Mr. George Lahanas, City Manager, City of East Lansing, acknowledging their agreement to pay for half of the costs.

If you have any questions, please feel free to contact me.

Attn: Plante Moran Lansing Metro Shared Public Services Initiative Planning dated February 16, 2017
George Lahanas email – dated April 10, 2017

Cc: George Lahanas, City Manager – City of East Lansing

plante moran

Plante & Moran, PLLC
27400 Northwestern Highway
P.O. Box 307
Southfield, MI 48037-0307
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

February 16, 2017

Mayor Virgil Bernero
c/o: Mr. Chad Gamble, Chief Operating Officer / Public Service Director
City of Lansing
7th Floor City Hall
124 W. Michigan Ave
Lansing, MI 48933

Mr. George Lahanas, City Manager
City of East Lansing
410 Abbot Road, Room 207
East Lansing, MI 48823

RE: Metro Lansing Fire – Shared Public Services Initiative Planning

Dear Mayor Bernero and Mr. Lahanas:

We continue to be complimented by your selection of our firm to assist you. We appreciate the opportunity to propose our services to assess the feasibility of consolidation options of Fire services within the communities of Lansing and East Lansing. Fire services for both communities have participated in efforts to collaborate – including the sharing of a fire chief and limited implementation of Plante Moran's 2012 recommendations on Fire service consolidation in Metro Lansing. We understand that the communities and their stakeholders seek an objective consultant to assist in identifying and evaluating options for the communities to consider further collaboration and/ or consolidation.

We are sending this letter and the accompanying Professional Services agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature and limitations of the services we will provide and the terms of our engagement to provide these services.
This proposal letter is structured to outline our understanding of your needs and our proposed approach, project costs and timing, and relevant background information concerning the Plante Moran consultants who will work with the two communities.

PROJECT BACKGROUND

In 2012, Plante Moran facilitated an analysis of fire services within Metro Lansing. Participants included the Cities of Lansing and East Lansing as well as the townships of Delhi, Delta, Lansing, and Meridian. Plante Moran made a series of recommendations that included a phased approach that would ultimately lead to the potential consolidation of services. Several fire chiefs have been meeting regularly since 2012 and have implemented some of those recommendations as well as identified additional opportunities to support the operations of the local fire community.

Plante Moran participated in a meeting in May of 2016 with fire chiefs, city managers, and township supervisors during which time the continuation of consolidation was an agenda item. During that meeting, the Cities of Lansing and East Lansing expressed a desire to identify additional opportunities for collaboration and potential consolidation of shared services.

In a series of conversations with Fire Chief Randy Talifarro, the below options have been identified for consideration by both communities:

1. **Scenario A: Status Quo.** This scenario will assume that there are no changes to operations for either community. It will serve as the baseline for comparison of the other scenario.

2. **Scenario B: Limited Consolidation.** This scenario will explore a consolidation of certain administrative and Fire operations but will not explore a consolidation of Fire deployment or response. For this scenario, Plante Moran will inventory key processes (site plan review, EMS transport, inspection, technology, etc.) and identify the extent to which benefits might be reached by both communities as well as considerations that might detract communities from considering a consolidation of those processes. The governance structure that is contemplated for overseeing shared operations is the creation of an authority. In concept, this authority would be designed for the purpose of financing operations through a dedicated millage. For EMS-related services, the concept would be to eliminate the current practice of funding non-reimbursable EMS activities through the general fund and instead finance those activities through a dedicated millage.

   For each process, Plante Moran will identify appropriate costs and revenues associated and develop a five year schedule for evaluative purposes. The schedules will assume an implementation of July 2018 so that they coincide with the fiscal years of the two cities and will use the proposed FY 2017-18 budgets as a baseline of comparison unless otherwise agreed upon. Key assumptions about revenue and expense growth will need to be identified by each jurisdiction and will be clearly identified in reports prepared by Plante Moran. In addition, Plante Moran will identify timetable considerations associated with the potential implementation of each scenario.

Plante Moran will advise the two cities on the fiscal and operational impacts of each scenario but will not advise on the political implications associated with any of the scenarios. Similarly, Plante Moran will not advise on potential alternative revenue sources (franchise fee, inspection fees, 911 surcharge, etc.) that might be considered by either jurisdiction.

PROJECT APPROACH AND PROPOSED WORK PLAN

Plante Moran proposes to evaluate the scenarios through a process that includes significant engagement with both cities to ensure adequate input, consideration, and evaluation from both communities. We request that each community identify an individual with whom Plante Moran can work in order to schedule meetings and follow through on requests for information.

1. Project Kickoff

Plante Moran will meet jointly with leadership from both communities to share the project approach and expectations. During the meeting, we will answer any questions that leaders have about the project and our approach. We will use this as an opportunity to finalize the project timeline and address any concerns.

We will request that pertinent documents be delivered to us electronically if available. These documents will include:

- Budget information
- Fire reports, including runs by type
- Staffing models
- Capital plans, such as planned equipment upgrades
- Fire Operating Procedures
- Cost Allocation Plans
- Contractual agreements that exist between the two communities

We recommend that attendees to this meeting include the East Lansing City Manager, the Lansing Chief Operating Officer, the Fire Chief, and Deputy Fire Chiefs. Additional attendees may be appropriate, as determined by the two municipalities.

Plante Moran will review the organizational documents that are supplied. This will help identify potential issues that may require clarification during subsequent meetings.

2. Leadership Interviews

The Plante Moran project manager will be on site at the two communities to interview leadership individually. The intent is to clarify any concerns that were identified in the project kickoff meeting and to gain an understanding of operations. We anticipate that these meetings will be relatively brief (30 minutes or less) and include the individuals who attended the project kickoff meeting. The intent of these meetings is to offer participants the opportunity to share perspectives that might not have been shared in the project kickoff meeting. In addition, Plante Moran proposes meeting with the following individuals:

- City Finance Directors to review budget information, capital plans, cost allocation plans, and other financial information as well as assumptions that are used to develop cost and revenue projections;
- City Clerks to identify time schedules and requirements for potential ballot referenda;
- Fire Chief and Deputies to review organizational information. Specifically, this time will be spent identifying various Fire Department functions (site plan review, inspection, deployment, etc.) as well as support functions (technology, procurement, training, etc.) with the intent of identifying costs, staffing levels, service levels, strengths, and weaknesses associated with each. Participants should plan on one four hour meeting for each jurisdiction.

These interviews will result in a matrix that categorizes functions of each fire department with associated costs. This "inventory of services" will be used in future phases of the project. Workload indicators will be added where appropriate along with a discussion of service level requirements and any concerns from the fire fighters, if appropriate. This draft document will then be vetted with the Fire Chief and other participants for clarification and enhancement. This will serve as the basis for the Status Quo scenario.

3. Limited Consolidation Option

In a separate meeting, Plante Moran will meet with the Fire Chief to review the inventory of services and identify potential areas of consolidation or shared service arrangement. Options will include but not be limited to technology, site plan review, training, and EMS transport. In this working session, Plante Moran and the Fire Chief will jointly evaluate potential cost considerations and service benefits that might be realized. The result of this session will be a limited number of options for consideration for consolidation.

Plante Moran will then identify implementation issues associated with the options and distribute it to both communities for information. Plante Moran will also supply options for governance of these administrative options – including the potential establishment of an authority to oversee operations.

4. 5-Year Options Analysis

For each of the options, Plante Moran will develop cost and revenue estimates that convey a five-year static operational model. Cumulative costs and revenues will be calculated so that the strategic decision about the future of fire services can be informed by the long-range implications associated with each option.

5. Project Visioning Sessions

Our team will compile all findings and present them to participants in the Project Kickoff meeting as well as any other individuals identified by the two jurisdictions through a facilitated review session. This session will be designed to confirm findings, receive feedback, evaluate options, and narrow the choices that will be recommended for further evaluation. At the conclusion of the meeting, Plante Moran will attempt to reach consensus from the two communities about next steps.

6. Draft Report

Plante Moran will develop a report for consideration by both communities. This report will include the following sections:

- Management Summary
- Project Overview
- Summary and Analysis of Options
- Recommendations

- Appendices with 5 year projections

This draft report will be circulated with project participants for validation and edits. Once both communities have had the opportunity to share feedback, a final version will be submitted by Plante Moran for distribution to policy makers.

7. Presentations to Councils (option)

In our experience, strategic decisions like fire services can impact the communities significantly. We are willing to attend a public meeting and present our analysis but we do not have this included as a part of this engagement. Should the communities choose to retain us for this purpose, we recommend that it be on an hourly, as-needed basis.

8. Implementation Planning (Optional)

Should the findings and recommendation support further planning, this next step will be to develop an implementation plan over a two-year timeframe including a project management structure. This plan will coordinate the efforts of both cities to implement the recommendations and establish a framework for success. Plante Moran fees associated with this step will vary according to the option selected.

PROJECT MANAGEMENT STRUCTURE

Plante Moran's contract will be with the City of Lansing. However, Plante Moran will communicate with both communities throughout the course of this project with a designated project manager from each municipality.

ESTIMATED TIMELINE

We understand that a project of this nature may require approvals and briefings to city councils which may take several weeks for contract finalization. Therefore, we propose a project initiation date of May 3, 2017, and continue on the schedule proposed below. Please note that we are flexible to match the timeline requirements for the cities and we are able to initiate the project within two weeks of contract finalization.

We are proposing the following general time estimates for completing the activities described and ensuring they are consistent with the business needs of the City's stakeholders.

Phases 1 | Project Kickoff | May 25, 2017

Phases 2 - 4 | Interviews and Scenario Evaluation | May - July 2017

Phases 5 – 6 | Project Vision and Draft Report | August – September 2017

Phase 9 | Presentations to Councils (optional) | October 2017

PROJECT STAFFING

Dennis Bagley, Partner, Project Director: Overall responsibilities for ensuring all project tasks are completed within schedule and budget and that all project deliverables meet the required quality standards. Dennis led the Metro Area Fire project in 2012.

Adam Rujan, Partner, Project Advisor: Responsible for guiding the project, reviewing and evaluating recommendations. Adam has served as project director or advisor on dozens of public safety consolidation analyses.

Scott Patton, MPA, Project Manager, Project Consultant: Responsible for the day-to-day performance of the team and provide direction/coordination for the development of deliverables. Will assure that all tasks are completed on schedule, within budget, and meet appropriate standards. Scott has met with both cities to understand project scope and has managed several consolidation/ intergovernmental collaboration projects. In addition, Scott has supported East Lansing's financial review committee.

Daniel Block, CPA, Project Consultant: Responsible for developing the financial projection of resource requirements. Dan is a manager of several municipal audits, including East Lansing.

Larry Lane, Fire Operations Expert - Subcontractor: Will participate in operations discussions, service and demand measures, and provide guidance regarding the prioritization of recommended activities. Larry is a retired fire chief who participated in the Metro Lansing Fire project in 2012.

Doug Van Essen, J.D. Legal Expert – Subcontractor: Will participate in the governance review analysis and development of supporting information. Doug participated in the Metro Lansing Fire project in 2012 and has drafted many inter-local agreements on behalf of dozens of municipal clients.

Mr. Dennis Bagley will serve as the project director and will provide oversight of all Plante Moran staff involved in the project. Mr. Scott Patton will serve as your project manager and will be responsible for overseeing the execution all project activities. In conjunction with Mr. Patton, Dan Block will provide financial expertise for the development of the financial model, Larry Lane and Doug Van Essen serve as a project consultants.

PROFESSIONAL SERVICES FEES

Plante Moran will provide the professional services for the project, as described in the Scope of Services. Our fees for providing assistance will be based on Plante Moran staff time spent on services plus related travel expenses. Our time will be billed at current Plante Moran staff hourly rates. Based on the scope of services, we recommend an initial consulting budget of $63,000 for professional services. Additional services, including potential presentations to City Councils, will be charged at Plante Moran's hourly rate. Fees associated with any potential changes to our scope of services and/ or other optional assistance as deemed necessary by the municipalities, or future phases to be determined, can be provided at your request at a later date and will not be billed until formally approved separately.

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices, which will be rendered as services are provided, are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

We appreciate the opportunity to be of continued service as your trusted advisor.

Very truly yours,
PLANTE MORAN, PLLC

Dennis Bagley, Partner
1-800-544-0203
Dennis.Bagley@plantemoran.com

Agreed and Accepted

We accept this agreement and the accompanying Professional Services Agreement, which set forth the entire agreement between City of Lansing and Plante & Moran, PLLC with respect to the services specified in the "Scope of Services" section of this engagement agreement. This agreement may be amended by written agreement between Plante & Moran, PLLC and City of Lansing.

Plante & Moran, PLLC

_____ _____

Dennis Bagley, Partner Date

City of Lansing

_____ _____

Virgil Bernero, Mayor Date

Professional Services Agreement – Consulting Services
Addendum to Plante & Moran, PLLC Engagement Agreement

This Professional Services Agreement is part of the engagement agreement for our consulting services dated February 16, 2016 between Plante & Moran, PLLC (referred to herein as "PM"") and City of Lansing (referred to herein as "the City").

1. **Management Responsibilities** – The consulting services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, the City acknowledges that the City is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM's engagement. The City has designated Chad Gamble, Chief Operating Officer, to oversee the services PM will provide.

2. **Nature of Services** – PM's project activities will be based on information and records provided to PM by the City. PM will rely on such underlying information and records and the project activities will not include audit or verification of the information and records provided to PM in connection with the project activities.

   The project activities PM will perform will not constitute an examination or audit of any the City financial statements or any other items, including the City's internal controls. This engagement also will not include preparation or review of any tax returns or consulting regarding tax matters. If the City requires financial statements or other financial information for third-party use, or if the City requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, the City agrees not to associate or make reference to PM in connection with any financial statements or other financial information of the City. In addition, this engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform the City of any such matters that come to PM's attention.

3. **Use of Report** – At the conclusion of PM's project activities, PM will provide the City with a written report as described in this engagement agreement. PM's report will be restricted solely to use by management of the City and the City agrees that PM's report will not be distributed to any outside parties for any purpose other than to carry out legal responsibilities of the City. PM will have no responsibility to update PM's report for any events or circumstances that occur or become known subsequent to the date of that report.

4. **Confidentiality, Ownership and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of the City, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to the City, and PM will not use such information for any purpose other than its consulting engagement or disclose such information to any other person or entity without the prior written consent of the City.

   In the interest of facilitating PM's services to the City, PM may communicate or exchange data by internet, e-mail, facsimile transmission or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, the City recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

   Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

   Both the City and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform the City in a timely manner of such request and to cooperate with the City should the City attempt, at the City's cost, to limit such access. This provision will survive the termination of this agreement.

   PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon the City's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in our possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. The City acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

5. **Consent to Disclosures to Service Providers**– In some circumstances, PM may use third-party service providers to assist with an engagement. In those circumstances, PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for the City. In order to enable these service providers to assist PM in this capacity, the City, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of the City's information to such service providers to the extent such information is relevant to the services the third-party service provider may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. The City's consent shall be continuing until the services provided for this engagement agreement are completed.

6. **Third-Party Data** – PM may reference third-party data sources in performing the services described in this engagement letter. Third-party data may include publicly-available data, commercially-available data licensed to PM, or information obtained from other sources. PM will use its judgment, discretion, best efforts and good faith in evaluating the use of third-party data sources, but does not warrant or guarantee the accuracy, completeness, or timeliness of any data obtained from third-party data sources and disclaims any liability arising out of or relating to the use of data from third-party data sources. The City acknowledges that any commercially-available third-party data sources referenced by PM are licensed to PM and PM's ability to share information obtained from commercially available third-party data sources is often restricted by the terms of use granted to PM by the licensor and, unless expressly set forth in the accompanying engagement letter, PM makes no representation or warranty that the City will have access to data obtained from third-party data sources. If and to the extent PM shares information obtained from third-party data sources with the City, the City agrees not to disclose or redistribute any such third-party data to third parties without the express written consent of PM. This agreement does not convey to the City a sublicense to any third-party data source unless expressly agreed to in writing and signed by a duly authorized representative of PM. However, nothing herein shall prevent the City from directly contracting with or obtaining a license from any third-party data source if the City determines, in its sole discretion that any such direct contract or license to be in its best interest.

7. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on the City personnel providing PM staff the assistance necessary to satisfy the City responsibilities under the scope of services. This assistance includes availability and cooperation of those the City personnel relevant to PM's project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's Fee Quotes, those Fee Quotes will be adjusted for the additional time PM incurs as a result.

   In any circumstance where PM's work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM's work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incur as a result of rescheduling its work.

   PM will advise the City in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

8. **Payment Terms** – PM invoices for professional services are due upon receipt unless otherwise specified in this engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's consulting work or issuance of PM's consulting report upon resumption of PM's work. The City agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

9. **Fee Adjustments** – Any fee adjustments for reasons described in this agreement will be determined based on the actual time expended by PM staff at the hourly rates stated in this agreement, plus related costs PM incurs, and included as an adjustment to PM's invoices related to this engagement. The City acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.

10. **Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a "Force Majeure Event"). The City acknowledges and agrees that a Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.

11. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM's gross negligence or willful misconduct, the City agrees to limit the liability of PM and any of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved allied third party service providers (collectively, "PM Persons") for any and all claims, losses, costs, and damages of any nature whatsoever so that the total aggregate liability of the PM and/or the PM Persons to the City shall not exceed the total fees paid by the City to PM for the services provided in connection with this engagement agreement. the City and PM agree that these limitations on PM's and the PM Persons' maximum liability are reasonable in view of, among other things, the scope of the services PM is to provide, the City's responsibility for the management functions associated with PM's consulting services, and the fees PM is to receive under this engagement. In no event shall the PM or the PM Persons be liable to the City, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. PM and the City agree that these limitations apply to any and all liabilities or causes of action against PM, however alleged or arising, unless to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

    In the event this engagement agreement expressly identifies multiple phases of services, the total aggregate liability of PM to the City shall be limited to no more than the total amount of fees paid by the City for the particular phase of services alleged to have given rise to any such liability.

12. **Defense, Indemnification, and Hold Harmless** – As a condition of PM's willingness to perform the services provided for in the engagement letter, the City agrees to defend, indemnify and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities.

13. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving the City but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, the City agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.

14. **Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. The City will be obligated to compensate PM for all time expended and to reimburse PM for related costs PM incurs through the date of termination of this engagement.

15. **Time Limits** – Except for actions to enforce payment of PM's invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.

16. **Entire Agreement** – This engagement agreement is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.

17. **Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.

18. **Conflicts of Interest** – PM's engagement acceptance procedures include a check as to whether any conflicts of interest exists that would prevent acceptance of this engagement. No such conflicts have been identified. The City understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of the City.

19. **Agreement Not to Influence** – the City and PM each agree that each respective organization and its employees will not endeavor to influence the other's employees to seek any employment or other contractual arrangement

with it, during this engagement or for a period of one year after termination of the engagement. The City agrees that PM employees are not "contract for hire." PM may release the City from these restrictions if the City agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at the hourly rate stated in this agreement for the PM employee.

20. **Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.

21. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement – Consulting Services

CITY OF LANSING

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

PURCHASE ORDER	
P.O. NUMBER	P085030
DATE	05/02/17
VENDOR I.D.	V010169
DELIVERY DATE	
FOB	
REQUISITION NO	PR013101

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

TO: PLANTE & MORAN PLLC
26300 NORTHWESTERN HWY STE 120
SOUTHFIELD, MI 48076

PHONE# (248) 352-0018 FAX# (248) 352-0018

DELIVER ITEMS TO:	SEND INVOICE TO:
PLANTE & MORAN PLLC 26300 NORTHWESTERN HWY STE 120 SOUTHFIELD, MI 48076	PLANTE & MORAN PLLC 26300 NORTHWESTERN HWY STE 120 SOUTHFIELD, MI 48076

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	LANSING FIRE DEPARTMENT SHARE OF SHARED SERVICES STUDY. FULL COST OF $63,000. CITY OF EAST LANSING TO PAY THE REMAINING BALANCE.	1	LS	31,500.00	31,500.00
				TAX	0.00
				TOTAL	31,500.00

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

Soucy, Nicholas

From: George Lahanas <glahana@cityofeastlansing.com>
Sent: Monday, April 10, 2017 4:19 PM
To: Gamble, Chad
Subject: Agreement

Chad,

The City of East Lansing agrees to pay 50% of the agreed $63,000.00 for the Fire Consolidation Study to be conducted by Plante Moran. Please let me know when payment is due.

Thank you,
George Lahanas

5-3-17

Chad says these Sole Sources are a Rush.

Thx,
Nick

George Lahanas
City of East Lansing
City Manager
(517) 319-6821

East Lansing e-news is just a click away. Sign up to receive East Lansing's Dialog e-newsletter and other e-publications. Just visit http://www.cityofeastlansing.com/news today!

This email has been scanned by the City of Lansing Symantec Email Security.cloud service.
For more information please visit http://www.symanteccloud.com

Lahanas - email for top Sole Source

Check Chad's email.

RECEIVED
MAY 17 2017
MAYOR'S OFFICE

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Virg Bernero, Mayor

FROM: Stephanie Robinson CPPB, Senior Buyer

DATE: May 10, 2017

SUBJECT: Sole Source Purchase – Segal Waters Consulting Group

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

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

Department: City of Lansing Human Resources Department

Vendor: Segal Waters Consultant Group

Item Purchased: Classification Consulting and Job Evaluation Services

Dollar Amount: $ 20,000 from account 1012800.743000

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

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

slr

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Randy Hannan, Chief of Staff
Chad Gamble, Chief Operating Officer

FROM: Stephanie Robinson, CPPB, Senior Buyer

DATE: **May 1, 2017**

SUBJECT: Sole Source – Segal Waters Consulting Group

The Human Resources Department requests that Segal Waters Consulting Group be designated as a Sole Source vendor for Classification Consulting and Job Evaluation Services.

Please see the attached letter from Mary Riley regarding the request.

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

Attachment

Date: 5-4-2017

Approved ✓ Denied ____

Virg Bernero, Mayor

CITY OF LANSING

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

PURCHASE ORDER	
P.O. NUMBER	P085034
DATE	05/02/17
VENDOR I.D.	V010053
DELIVERY DATE	
FOB	
REQUISITION NO	PR013108

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

TO: SEGAL CONSULTING GROUP
101 NORTH WACKER DR STE 500
CHICAGO, IL 60606

PHONE# (312) 896-9364 FAX# (312) 896-9364

DELIVER ITEMS TO:

CITY OF LANSING HUMAN RESOURCES DEPARTME
124 W MICHIGAN AVENUE 8TH FLOOR
LANSING, MI 48933

SEND INVOICE TO:

CITY OF LANSING HUMAN RESOURCES DEP
124 W MICHIGAN AVENUE 8TH FLOOR
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	CLASSIFICATION CONSULTING AND JOB EVALUATIONS	20,000	LS	1.00	20,000.00
				TAX	0.00
				TOTAL	20,000.00

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.

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE _____

Stephanie Robinson

From: Riley, Mary <Mary.Riley@lansingmi.gov>
Sent: Monday, May 01, 2017 4:28 PM
To: Stephanie Robinson
Subject: RE: The Sole source for Segal

Hi Stephanie,
The account number is 1012800-743000. What I submitted was the complete quote, $20k. Segal Waters is nationwide and has offices all over the country.
My contact's information is:
Elliot R. Susseles, CCP
Senior Vice President
Segal Waters Consulting
1800 M Street N.W. | Washington, DC 20036
T 202.833.6436 | F 202.330.5694 | M 202.607.5913
esusseles@segalco.com

I've sent an email requesting the Tax ID. Do you need anything else?

From: Stephanie Robinson [mailto:Stephanie.Robinson@LBWL.COM]
Sent: Monday, May 1, 2017 2:38 PM
To: Riley, Mary
Subject: The Sole source for Segal

I need an account number, and the complete quote from them for us. Or is the total $20,000? There is no contact name or address for Segal Waters for this project. We need to be able to issue a PO, hopefully when they went through the name change
Their tax ID might have changed. This contract states this is a Maryland Company, and our other project, the company was from Chicago. a

If they changed

Thank you,

Stephanie Robinson CPPB
Buyer – City of Lansing/Lansing Board of Water and Light
1232 Haco Dr.
Lansing Mi 48912
Phone: 517-702-6197
Fax: 517-702-6042
City Hall phone: 517-483-4128
Fax: 517-483-4524
stephanie.robinson@lbwl.com

"Efforts and courage are not
enough without purpose
and direction"
**JFK

Stephanie Robinson

From: Riley, Mary <Mary.Riley@lansingmi.gov>
Sent: Friday, April 14, 2017 1:20 PM
To: Stephanie Robinson
Subject: Classification Vendor - Segal Waters
Attachments: Segal Waters Retainer Agreement.doc; Grand Rapids 2016 Compensation Survey Results.pdf

Hello Stephanie,
Hope all is well.
We are in desperate need of a new classification vendor to handle the City's reclassification and job evaluation reviews. Our old vendor has cancelled our contract because we could not fund a comprehensive compensation study ($300,000+) at this time. It is imperative that we have a consultant to conduct these reviews as they are submitted frequently to evaluate for posting new and old positions and for employees who would to re-class their current position. I'm happy to say that we have a great organization, Segal Waters Consulting, that can take this on for us. I am asking that Segal Waters be considered a sole source vendor for the following reasons:

- The City of Lansing has a current contract with Segal Waters. They are conducting the pension legacy costs analysis project with Finance and Finance Director, Angie Bennett.
- Segal Waters has just completed a compensation study with the City of Grand Rapids. We participated with this survey by providing our compensation data for key positions. And I also know that they have worked with the State of Michigan on other strategic/operational human resources issues.
- The need for a new classification/job evaluation vendor is URGENT. Our old vendor unexpectedly cancelled our contract without any prior notice. Not having a classification vendor will severely hamper our ability to fill positions and stop our employees' ability to re-class their position thus impacting their increase in compensation.

I have attached the retainer agreement and the Grand Rapids survey for your review. Please let me know if you have any additional questions or if there is additional documentation needed. I would appreciate your timely consideration, Stephanie.
Thank You,
Mary Riley

Virg Bernero, Mayor

Mary P. Riley, MPA, SPHR, SHRM-SCP
Director of Human Resources
City of Lansing, Michigan
124 W. Michigan Avenue, City Hall, 8th Floor
Lansing, MI 48933-1694
517-483-4011 office phone
Mary.riley@lansingmi.gov email

SEGAL WATERS CONSULTING
Agreement for Services

This Agreement between The Segal Company (Western States) Inc., a **Maryland** corporation, d/b/a Segal Waters (hereinafter "Segal Waters") and **[INSERT CLIENT NAME]** (hereinafter the "Client") is entered into as of **[INSERT MONTH, DAY AND YEAR]**

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

1. BASIC SERVICES

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

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

2. ADDITIONAL SERVICES

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

3. RESPONSIBILITY OF CLIENT

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

4. PAYMENT TERMS

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

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

5. NON-APPROPRIATION

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

6. TERM OF AGREEMENT

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

7. TERMINATION OF AGREEMENT

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

8. PROFESSIONAL STANDARDS

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

9. CONFIDENTIALITY

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

i) Was known to the receiving party prior to receipt under this Agreement as demonstrated by the receiving party's records; or

ii) Was publicly known or available prior to receipt under this Agreement, or later becomes publicly known or available through no fault of the receiving party; or

iii) Is disclosed to the receiving party without restrictions on disclosure by a third party having the legal right to disclose the same; or

iv) Is disclosed to a third party by the disclosing party without an obligation of confidentiality, unless such information must be retained by that party for that party to fulfill its legal or agreement obligations under this Agreement; or

v) Is independently developed by an employee, consultant, or agent of the receiving party without access to the information as received under this Agreement; or

vi) The receiving party is obligated to produce as required by law, lawfully issued subpoena, or court order, provided that the disclosing party has been given notice thereof and if there is sufficient time, an opportunity to waive its rights to seek a protective order or other appropriate remedy.

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

10. INDEPENDENT CONTRACTOR

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

11. SUBCONTRACTORS

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

12. NO ASSIGNMENT

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

13. FORCE MAJEURE

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

14. THIRD PARTY BENEFICIARIES

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

15. DISPUTE RESOLUTION

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

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

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

16. DAMAGES

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

17. CONFLICT OF INTEREST

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

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

18. NON-DISCRIMINATION

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

19. AUDIT OF SEGAL WATERS' FEES

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

20. NOTICES

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

A. If to the Client:	[Name] [Title] [Address] [City, State & Zip]
B. Copy to:	[NAME] [TITLE] [Address] [City, State & Zip]
C. If to Segal Waters:	Consultant: [Name] [Title] [Address] [City, State & Zip]
D. Copy to:	General Counsel The Segal Company 333 West 34th Street New York, NY 10001-2402

21. AMENDMENT OR MODIFICATION

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

22. ENTIRE AGREEMENT

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

23. SEVERABILITY

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

24. WAIVER OF DEFAULT

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

25. CONSTRUCTION OF LAWS AND JURISDICTION OF COURTS

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

26. DULY AUTHORIZED SIGNATURES

For the Client:

The undersigned, **[NAME]** is **[TITLE]** of **[CLIENT COMPANY NAME]** and as such has been duly authorized by the Client to sign this Agreement on behalf thereof.

For Segal Waters:

The undersigned **[NAME]** is **[TITLE]** of Segal Waters and as such is duly authorized to sign this agreement in behalf thereof, thereby binding Segal Waters to the provisions of this Agreement.

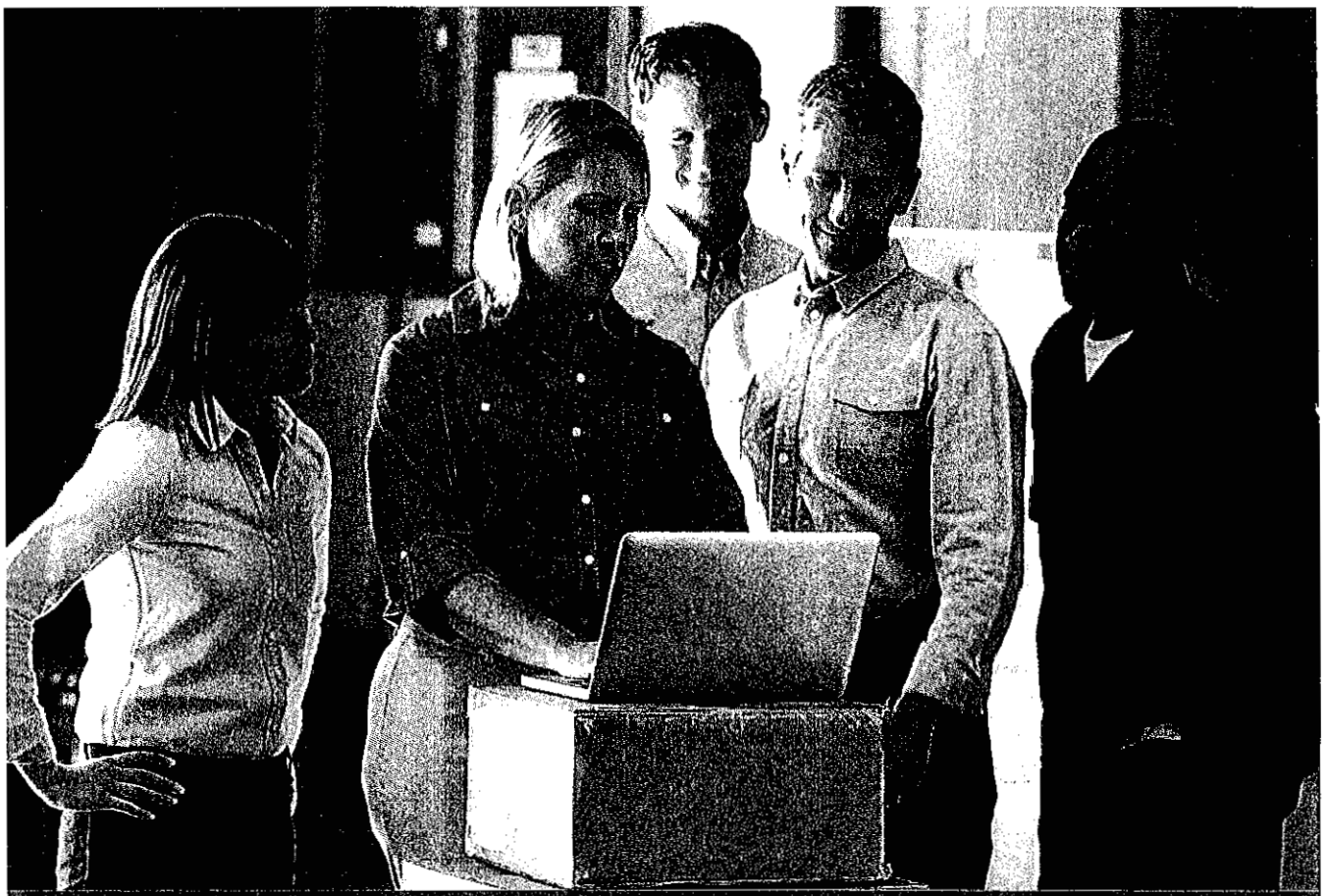
IN WITNESS THEREOF, the parties have executed this Agreement as of the date hereinabove set forth.

[CLIENT]

Date	**By**
	Witness

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

Date	**By**
	Witness



2016 COMPENSATION SURVEY

Participant Report

February 2017

City of Grand Rapids, Michigan

Segal Waters Consulting

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City of Grand Rapids, Michigan
2016 Compensation Survey
Participant Report
October 2016

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SECTION III | SALARY SURVEY RESULTS

SECTION IV | PAY PRACTICES

SECTION I
SURVEY PARTICIPANTS

CITY OF GRAND RAPIDS, MI
2016 SALARY SURVEY PARTICIPANTS

Organization	Contact Name	Contact Title	Contact Phone Number	Contact Email Address
City of Akron, OH	Stacy Doty	Personnel Officer	330.375.2720	Sdoty@akronohio.gov
City of Ann Arbor, MI	Ashley Walicki	Compensation Supervisor	734.794.6120	awalicki@a2gov.org
City of Battle Creek, MI	Jennifer Rosa	Assistant HR Manager	269.966.3377	jlrosa@battlecreekmi.gov
City of Des Moines, IA	James Wells	Human Resources Director	515.283.4213	JRWells@dmgov.org
City of Lansing, MI	Lisa Thelen	Employee Payroll/Benefits Administrator	517.483.4014	lisa.thelen@lansingmi.gov
City of Madison, WI	Mike Lipski	HR Services Manager	608.266.4615	mlipski@cityofmadison.com
City of Rockford, IL	Brittany Krutz	HR Coordinator	779.348.7405	Brittany.Krutz@rockfordil.gov
City of Warren, MI	Brittany Dallas	Human Resources Technician	586.574.4656	bdallas@cityofwarren.org
Ingham County, MI	Joan Clous	Human Resources Specialist	517.887.4374	Jclous@ingham.org

SECTION II
SURVEY JOB CODES, TITLES AND SUMMARIES

CITY OF GRAND RAPIDS
2016 SALARY SURVEY JOB SUMMARIES

Job #	Job Title	Job Summary
1	311 Customer Service Representative	Receives, screens, and responds to customer service needs as part of the 311 Customer Service Center, handling non-emergency, technical communications and administrative services related to the operations of the 311 Customer Service Center. Provides thorough, complex, and accurate information regarding services and procedures while responding to a variety of municipal questions. Acts as an intermediary between the customer, department and agency staff. Resolves customer complaints related to service request. **Minimum Requirements:** High School diploma and two (2) years of related progressive work experience of which one (1) year of experience in call center or dispatch operations is preferred; or any equivalent combination of training and experience.
2	Accountant I	Maintains, monitors, reconciles, analyzes, invoices and evaluates accounting records for reporting purposes including year end. Identifies areas that need corrections or adjustments and make the necessary entries, including procedures and internal controls. Manages and reports information to other Governmental units (local, state) and the general public. **Minimum Requirements:** Bachelor's degree in accounting or business administration and two (2) years of professional accounting experience; or any equivalent combination of training and experience.
3	Accounts Payable Supervisor	Supervises and coordinates the activities of the Accounts Payable function. Develops and implements accounts payable processes, procedures and best practices. Monitors the compliance of policies and procedures related to accounts payable, maintains financial records, and reviews and audits payments and encumbrances. Oversees the financial software and provides support to users, as well as resolves escalated issues, including invoicing discrepancies. **Minimum Requirements:** Bachelor's degree in accounting or related field and three (3) years of accounts payable experience, including supervisory experience; or any equivalent combination of training and experience.
4	Administrative Analyst I	Provides professional level administrative support services to a department head or other administrative position. Works as staff liaison to the various departmental divisions and programs, outside agencies and the media. In some instances, this position will have supervisory responsibility. **Minimum Requirements:** Bachelor's degree in business or public administration, government or related field and two to four (2-4) years of progressively responsible professional experience in public sector management, preferably in local government; or any equivalent combination of training and experience.

CITY OF GRAND RAPIDS
2016 SALARY SURVEY JOB SUMMARIES

Job #	Job Title	Job Summary
5	Administrative Analyst II	Oversees and coordinates special programs and assists with executive policies and initiatives. Conducts analytical and organizational studies, and researches other projects as directed. **Minimum Requirements:** Bachelor's degree in business administration, public administration, or a related field and three to five (3-5) years of experience in program and project development and implementation; or, any equivalent combination of training and experience.
6	Administrative Secretary	Performs varied complex clerical/administrative duties. Work involves typing letters, reports, and a variety of documents and forms, maintaining records systems, greeting the public and carrying out various related information processes. May serve as a lead worker over other clerical positions. **Minimum Requirements:** High School diploma and three (3) years of experience in general clerical or office work; or an equivalent combination of training and experience.
7	Administrative Services Officer II	Plans, directs, and supervises the activities and operations of assigned area, ensures staff has adequate knowledge and support of procedures and requirements to properly administer various codes consistently while employing excellent customer service. Provides a safe, encouraging environment with a compatible work force that works together to solve problems in assigned area. Responsible for the development, implementation, investigation, education and counseling of matters involving diversity and inclusion in workforce diversity, supplier diversity and community diversity for the City. Interacts with other departments on financial matters and assures correctness of financial transactions. **Minimum Requirements:** Bachelor's degree in accounting, business administration, public administration, or a related field and five (5) years of accounting and human service administrative experience, including one year of supervision; or any equivalent combination of training and experience.
8	Administrator - Office Children Youth Families	Provides leadership and direction in advancing a children's agenda for the City and the public schools through policy, partnerships, and programs. Facilitates collaboration between the City and the Grand Rapids Public Schools to improve the well-being of children. **Minimum Requirements:** Bachelor's degree in social work, education, public policy, public administration, or a related field and five to seven (5-7) years of experience in children and youth policy, practice, development, implementation, and grant writing; or, any equivalent combination of training and experience.

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Job #	Job Title	Job Summary
9	Assistant City Attorney II	Provides full range of legal services and counsel for the City, including legal advice to City Officials and departments, boards and commissions in administrative and quasi-judicial proceedings. Conducts pre-trial conferences and negotiates plea agreements, interacts with court and judges on pending matters, attends and conducts formal hearings, and juvenile pre-trials. Consults with outside agencies on matters of city ordinance enforcement. Provides services related to the Freedom of Information Act, litigation, and municipal affairs. **Minimum Requirements:** Juris Doctorate and three (3) years of experience at all levels of early litigation, including discovery through dispositive motions; performs legal research and drafts legal documents and effective, attorney-level communications, and reviews documents for litigation purposes; or any equivalent combination of training and experience.
10	Assistant Planning Director	Assists the Planning Director in the administration of the City Planning Department. Executes project management of long range planning and project-specific implementation efforts that require extensive community engagement and collaboration. **Minimum Requirements:** Bachelor's degree in public administration, planning, architecture, or a related field and five to seven (5-7) years of City planning, project coordination, zoning administration and supervisory experience; or, any combination of equivalent training or experience.
11	Battalion Fire Chief	Plans, organizes, manages, and supervises the personnel, stations, equipment, and emergencies for their assigned battalions and shifts, and directly supervise Fire Captains. Commands and directs emergency scenes. Assists in determining Department short term and long-range goals and objectives. Programs management and budgeting including other duties as assigned by Deputy Fire Chief and/or Fire Chief. **Minimum Requirements:** Associate's degree in Fire Science and 2 years experience as a Fire Captain and/or Fire Captain - Training; or any equivalent combination of training and experience.
12	Building Inspector II	Leads work involving the inspection of new and remodeling construction with established building codes. Inspects complicated institutional and commercial projects. Performs and maintains safe guard of the public health, safety and general welfare through the state building codes. Leads, trains, advices, and assists workers with questions and major projects. **Minimum Requirements:** High School diploma and six (6) years of experience in the building construction trade, including two (2) years of code enforcement work; or any equivalent combination of training and experience.

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Job #	Job Title	Job Summary
13	Business Developer	Assists, guides and directs SBEs, including MBEs, WBEs, VOSBs and Micro-LBEs; manages and develops supplier diversity program; assists Administrative Services Officer II with developing, implementing and monitoring diversity programs and training with the City organization and interaction with the community (citizens, businesses and organizations). **Minimum Requirements:** Bachelor's degree in business administration, public administration, urban planning, or a related field and three years of professional experience involving economic program development; or any equivalent combination of training and experience.
14	Cashier I	Receives and processes payments from walk in customers, mail, and department bags. Prepares and balances drawer of daily cash deposit for the bank. Responds to customer's inquiries and complaints referring them to the appropriate department if necessary. **Minimum Requirements:** High School diploma and less than one (1) year experience in processing and accounting for large sums of money; or any equivalent combination of training and experience.
15	City Attorney	Oversees and guides the City's legal affairs and is responsible for general supervision of all legal functions handled by the City's Law Department. Performs research work, investigations, gives legal opinions and advice to the City Commission, the City Manager and others in the organization, prepares and presents cases in court on behalf of the City. **Minimum Requirements:** Graduation from law school, and ten (10) years as a practicing attorney, of which five years must be in municipal law work.
16	City Clerk	Supervises clerical functions in the City Clerk's Office. Oversees and guides the elections process. Assigns and coordinates work of a large clerical staff, and assuring that work is completed according to established standards. **Minimum Requirements:** Possession of a bachelor's degree in public or business administration and three (3) years of office management experience, including considerable supervisory experience; or any equivalent combination of training and experience.

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Job #	Job Title	Job Summary
17	City Engineer	Leads the Engineering Department and performs the duties of the City Engineer. Maintains a fiscally sustainable business unit and support direct reports so they have the means and methods to manage and deliver projects within scope, schedule, and budget. Orchestrates the City's Asset Management Plan, develops and implements the Capital Improvement Plan, and minimizes the potential risk and exposure to the City as a result of capital infrastructure. **Minimum Requirements:** Bachelor's degree in civil engineering and seven to nine (7-9) years of experience in the practice of civil engineering with a focus on structural or transportation engineering, including responsibility for planning, directing and supervising public works engineering projects; or any equivalent combination of training and experience.
18	City Manager	The Chief Administrative Officer of the City; assumes full responsibility for planning, administering, directing, overseeing, and evaluating the activities and operations of the City including public safety, community development, administrative services, operations and maintenance, parks, recreation, facilities, and administration; provides policy guidance to and coordinates the activities of management staff; facilitates the development and implementation of long and short range plans, policies, goals, objectives, and programs to provide the City with technical and administrative direction in meeting and maintaining City services standards; ensures public services are delivered in an efficient and effective manner; and provides highly complex administrative support to the City Council including implementation of policy decisions made by the City Council. **Minimum Requirements:** A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, economics, or related field. Ten (10) years of progressively responsible experience in municipal government including five (5) years as a department head or Assistant City Manager.
19	City Purchasing Agent	Serves as the principal public procurement officer for the City and is responsible for the procurement of all goods and services for the organization in accordance with applicable federal, state and local laws, ordinances, rules and regulations. Has signature authority to enter the City into contracts. Plans, manages, coordinates and organizes the procurement activities including providing professional support and sound contractual advice to all stakeholders. **Minimum Requirements:** Bachelor's degree in business administration, accounting, or closely related field, and seven (7) years of progressively responsible experience in public procurement, including supervisory experience; or any equivalent combination of training and experience.

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Job #	Job Title	Job Summary
20	City Treasurer	Directs and manages all the City's tax collection functions. Oversees the accounting and revenue treasury intake activities as well as develops, recommends, and implements treasury policies on behalf of the City. **Minimum Requirements:** Bachelor's degree in accounting, business administration, finance, or a closely related field supplemented by advanced course work in public finance, and five to seven (5-7) years of professional finance experience in municipal government, including supervisory experience; or any equivalent combination of training and experience.
21	Civil Engineer I	Oversees and provides project documentation record keeping for road utility projects. Prepares financial calculations for pay estimates for contractor payment. Provides design engineer a complete set of construction documents. Administers field inspection of road construction projects including supervising contractors. **Minimum Requirements:** Bachelor's degree in civil engineering and two (2) years experience; or an equivalent combination of training and experience
22	Clerk of the Court	Supervises the overall operation and performance of the clerk of the court's office. Reviews, adjusts, and improves court processes and procedures to ensure compliance with court rules and state statutes; responds to inquiries from staff, the public, the bench, and local bar; and generates and prepares daily, monthly, and quarterly reports as requested by the State Court Administrative Office. **Minimum Requirements:** Bachelor's degree in criminal justice, business administration, public administration, or a related field and five to seven (5-7) years of progressively more responsible work experience in a trial court working with complex case or financial documents of records, including a minimum of two full years of recent experience in a supervisory position; or, any equivalent combination of training and experience.

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Job #	Job Title	Job Summary
23	Code Compliance Supervisor	Supervises the enforcement of the City's Zoning, Nuisance, Property Maintenance and Building Maintenance Codes. Provides presentations to community organizations, city commissioners, citizen groups, non-profit agencies, and other government entities. Provides training and guidance to code compliance staff. Supervises city vendors, contractors, seasonal staff, university interns, housing appeals board, makes proposed code changes, monitors and participates in state wide legislative proposals. Resolves extremely difficult cases and serves on state board association and chairs the Grand Rapids Area Housing Task Force. **Minimum Requirements:** Associate's degree in related field and four (4) years of progressively responsible experience in housing-related programs, administration, or code enforcement including one year of supervisory experience; or any equivalent combination of training and experience.
24	Court Administrator/ Clerk	Provides management authority and responsibility for the non-judicial components of the Court. Provides strategic direction, program and budget setting, and overall supervision for all court departments and activities. **Minimum Requirements:** Bachelors Degree in criminal justice, business administration, public administration, or a related field and three to five (3-5) years of experience in managing large complex criminal justice/judicial organizations.
25	Custodian	Provides manual work in the care, cleaning, maintenance, and snow removal of all parking structures, as well as, surface lots owned by The City of Grand Rapids and two parking structures owned by other entities. Performs safe maintenance and operation of heavy equipment, inventory, maintain, and order parts and supplies. **Minimum Requirements:** High School diploma and one (1) year of experience in cleaning buildings; or any equivalent combination of training and experience.
26	Debt and Authority Finance Officer	Manages the City's debt portfolio and the issuance of City debt. Provides fiduciary oversight and control for the City's various authorities. Supports special financial, economic development, and organizational initiatives as needed or required. **Minimum Requirements:** Bachelor's degree in business administration, public administration, economics, finance, accounting, or a related field and five (5) years of progressively responsible professional experience in governmental accounting experience and direct experience working with boards and commissions, including working with financial auditors and preparing government financial statements, budgets, financial rate analysis, and fiscal and administrative analysis; or any equivalent combination of training and experience.

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Job #	Job Title	Job Summary
27	Deputy Chief Financial Officer	Plans, directs, oversees, provides overall financial planning, analysis, direction and oversight throughout the organization. Provides general oversight, guidance and direction for the annual budget preparation process. Provides direction and oversight to the City Manager and City Commission over a wide range of diverse topics. Manages several diverse departments including Income Tax, Assessing, Purchasing and the Budget Office. Works under the general guidelines of the Chief Financial Officer and the City Manager. Serves in the Chief Financial Officer role in his/her absence. **Minimum Requirements:** Bachelor's in finance, business, accounting, public administration, or a related field and seven (7) years progressively more responsible experience in local government finances, such as pension, health care, actuarial, benefits, financial planning, forecasting; or any equivalent combination of training and experience.
28	Deputy City Manager	Leads operational service groups of the City with budgets, ensures achievement of complex economic development outcomes, leads strategic and legislative/policy initiatives of the City, assists with the transformation of the City organization, assists with preparation of the annual Fiscal Plan, and assists with labor negotiations. **Minimum Requirements:** Master's degree in public administration, business administration, accounting, or a related field and eight to ten (8-10) years of progressive responsibility managing the finances of a major governmental organization, along with the ability to manage intergovernmental relations with surrounding communities and a demonstrated ability to understand the many facets of complex issues; or, any equivalent combination of training and experience.
29	Deputy Court Clerk	Performs a variety of advanced and technical clerical functions. Responds to requests for information and clarification of procedures from attorneys, the public, court staff, and other city employees. Processes accurate and expeditious civil and criminal court documents and forms is required. **Minimum Requirements:** High school diploma, 35 WPM and one (1)year clerical experience in a court or closely related operation, or any equivalent combination of training and experience.
30	Deputy Fire Chief	Performs fire protection and managerial work involving the prevention, suppression of fires and medicals calls for assistance. Serves as a director of the Fire Department and directly or indirectly supervises all positions within the department. Responsible for financial systems that the city uses on a consistent basis. Supervises and leads the personnel within the department. **Minimum Requirements:** Bachelor's degree in fire science or related field, and three (3) years experience as a district fire chief; or any equivalent combination of training and experience.

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Job #	Job Title	Job Summary
31	Deputy Police Chief	Oversees all operations related to the Police Department, including meetings, functions, and activities, such as research and planning, financial services, crime analysis, IT, facilities management, fleet management, property management, traffic unit, records unit, training unit, grant management, Detective Unit, Vice Unit, Forensic Services Unit, Dispatch and Emergency Management. Oversees outreach programming such as Youth Police Academies, Youth Explorer Programs, and Police Intern Program. Assist the Police Chief as needed and acts as the Police Chief in his absence. Represents the Department at various functions, meetings, and activities. Acts as media spokesperson for the Police Department and provides administrative oversight to Patrol and Teams. **Minimum Requirements:** Bachelor's degree in criminal justice or related field and seven (7) years of progressively responsible experience in police management; or any equivalent combination of training and experience.
32	Director of Facilities and Fleet Management	Manages and directs the overall activities and operations of the Facilities and Fleet Management Department. Repairs and replaces City-owned assets such as buildings and grounds, motor vehicles, heavy equipment, off-road equipment and miscellaneous related equipment. Oversees the activities of the vehicle impound and storage operations and surplus asset disposition for the organization. **Minimum Requirements:** Bachelor's degree in engineering, facilities management, construction management, or a related field and seven to nine (7-9) years of progressively responsible experience in facility and fleet maintenance and repair work and administration of public works activities, including supervisory experience; or any equivalent combination of training and experience.
33	Director of Information Technology	Provides strategic and administrative oversight for the continued operation and development of the City's management information and telecommunications systems, including strategic planning, coordination, procurement, and assignment of subordinate professional employees and contractors. **Minimum Requirements:** Bachelor's degree in information technology, computer science, business administration, public administration, or related field and seven to nine (7-9)years of managerial experience in a field related to information technology; or, any equivalent combination of training and experience.

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Job #	Job Title	Job Summary
34	Director of Parks and Recreation	Plans, organizes, coordinates, directs administration, operations, and maintenance of the City's park system, recreational programming, forestry, cemeteries and special events office. Oversees and manages the entire department's distinct division's professional staff and subordinate staff. **Minimum Requirements:** Bachelor's degree in parks and recreation management, business administration, public administration, or a related field and seven top nine (7-9) years of experience in parks management and public recreation programs, including supervisory or managerial experience; or any equivalent combination of training and experience
35	Elections Specialist	Maintains the City's voter registration file and assists in administer elections. Processes passport applications. **Minimum Requirements:** High School diploma and less than one to three (1-3) years of experience; or any equivalent combination of training and experience.
36	Electrical inspector II	Performs electrical inspections, plans review, design and administers electrical exams as a licensing authority, to answer questions from office staff, subordinates, contractors and general public. **Minimum Requirements:** High School diploma, electrical journeyman license, and six (6) years of progressively responsible experience in the electrical trade including two years supervisory or code enforcement experience; or any equivalent combination of training and experience.
37	Electrician II	Installs, services, repairs, and maintains electrical infrastructure in the Water Distribution and Waste Water collection and treatment systems. Assists contractors on larger contracted out projects. **Minimum Requirements:** High School diploma and six (6) years of experience in the maintenance and repair of electrical systems and devices; or any equivalent combination of training and experience.
38	Electronics Technician	Installs, maintains, and repairs public safety communications, electronics, computers and video systems. **Minimum Requirements:** High School diploma and four (4) years of experience in radio and electronic installation, maintenance and repair work, or any equivalent combination of training and experience.

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Job #	Job Title	Job Summary
39	Emergency Communications Operator II	Manages calls of service for the public and provides emergency services (police/ambulance/fire). Corresponds to emergency and non emergency phone calls, processes file checks for officers and provides information to officers by monitoring their locations. **Minimum Requirements:** High School diploma and two (2) years of experience in two-way communication equipment and/or computer terminals; including experience in police and fire service emergency communications operations; or an equivalent combination of training and experience.
40	Employee Benefits Manager	Manages the benefits division of the Human Resources Department, including insurance services, retirement plan, defined contribution retiree health savings accounts, health insurance funding, the section 125 program, payroll processing, the 457 plan, premium sharing, health insurance opt-out, supervising the benefits and insurance services office, Medicare trust fund, and compliance with the Affordable Care Act. **Minimum Requirements:** Bachelor's degree in business management, public administration, or a related field and five to seven (5-7) years of experience in employee benefit administration or business management, including supervisory experience; or an equivalent combination of training and experience.
41	Engineering Assistant I	Performs a variety of engineering support tasks. May serve as a lead worker over a crew and gives guidance to less experienced employees. **Minimum Requirements:** Graduation from high school and four (4) years of experience in surveying, drafting, construction inspection or related work.
42	Environmental Assessment Supervisor	Oversees and directs the Industrial Pretreatment Program, Laboratory Analysis for the Water Resource Recovery Facility (WRRF) operation, protection, and compliance, as well as acts as administrator of the Air Pollution Monitoring Contract with the Michigan Department of Environmental Quality. **Minimum Requirements:** Bachelor's degree in chemistry, biology, environmental science, or a related field and five (5) years of progressively responsible experience in using approved methods for analyzing air, water, wastewater, bio solids, and other substances, and previous management experience; or, any equivalent combination of training and experience.

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Job #	Job Title	Job Summary
43	Environmental Services Manager	Provides leadership and services dedicated to protecting the environment, public health and welfare. Responsible for the City's Wastewater and Storm water infrastructure operation and maintenance. Ensures the City's compliance with regulatory requirements and implements policy as stated by the City Commission. Investigates safety issues, accidents, near misses and complaints and take appropriate action. Implements the minimum control measures for storm water and ensures a compliant effluent from the wastewater plant. Develops and manages the budget. **Minimum Requirements:** Bachelor's degree in biology, chemistry, environmental science, public administration, or a related field and five to seven (5-7) years of progressively more responsible experience in public administration, utilities or environmental management, including supervisory or managerial experience; or, any equivalent combination of training or experience.
44	Equipment Operator II	Operates heavy and medium equipment in road maintenance. Performs various laboring and semi- skilled tasks. Provides guidance and leadership to less experienced Equipment Operators. **Minimum Requirements:** High School diploma and two (2) years of experience in the operation of light and medium motorized equipment; or any equivalent combination of training and experience
45	Facilities Maintenance Superintendent	Manages all operational aspects and life cycle planning of city owned facilities using multi-disciplinary fields, resources, services, skilled trades, people, supplies, equipment, technologies, business practices and procedures to ensure optimal functioning facilities. Provides an efficient, sustainable, safe, and cost effective working environment which supports and enhances the effectiveness of the City's core operations and activities. **Minimum Requirements:** High School diploma and five to seven (5-7) years of experience in the maintenance and repair work; and five years of progressive supervisory experience in facilities management; or an equivalent combination of training and experience.
46	Facilities Maintenance Technician	Provides essential electrical services for city facilities and occupants. Installs, troubleshoots, repairs, and maintenances automated, computerized, electrical and electronic systems and equipment. Utilizes advanced techniques and testing methods to diagnose faults and make the necessary repairs. **Minimum Requirements:** High School diploma and three (3) years of experience in the installation, maintenance, and repair of computer controlled automated electrical/electronic systems and devices; or any equivalent combination of training and experience.

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Job #	Job Title	Job Summary
47	Financial Analyst	Collects, compiles, analyzes, and reports information on technical, demographic, and financial data of the City to serve as a basis for reporting, rate setting, monitoring or other financial analyses. Compiles, analyzes and reports financial information to help produce and maintain forecasts of the industry and economic conditions and present illustrations of this information through spreadsheets, charts and graphs. Provides visual management and transparent reporting for the utilization of the funds, prepares and presents to various boards and authorities on the success of investments based upon the determined metrics. **Minimum Requirements:** Bachelors degree in finance, accounting, or a related field and two to four (2-4) years of experience conducting financial analysis, preparing financial statements, cost accounting, revenue rate setting, statistical analysis, preparing journal entries, or related activities; or any equivalent combination of training and experience. Some positions may supervise lower level positions.
48	Financial Assistant II	Performs clerical and paraprofessional accounting and other financial transactions work involving the preparation, maintenance and review of financial and/or related records or documents. The work requires understanding of highly complex processes and/or complex policies, rules and regulations. Provides guidance and leadership to less experienced Financial Assistants. **Minimum Requirements:** High School diploma and four (4) years of experience in bookkeeping or field related to financial transactions; or any equivalent combination of training and experience.
49	Fire Captain	Command: Supervises fire company in emergency and non-emergency situations and provides direction to the fire companies that are on the alternate shifts at each station. Oversees the maintenance and upkeep of the city building, various fire apparatus, and all of the inventory of the building and apparatus. Fleet/Facility: Schedules and coordinates repairs and services for Fire Department vehicles, Fire Stations, and other assets. Manages the Fire Department Apparatus Reset Plan and the Fire Department Building Asset Management plans. Purchases needed goods and services to keep Fire Department assets in an operational state. Training: Delivers training to the members of the Grand Rapids Fire Department as part of the Training Division. Supervises the two Training Lieutenants. Assists the Training Chief with the operation of the Training Division. **Minimum Requirements:** High School diploma and four (4) years of experience, including two (2) years as a Lieutenant; or any equivalent combination of training and experience.

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Job #	Job Title	Job Summary
50	Fire Chief	Plans, organizes, prioritizes, and directs the activities of the department; assures the total operational effectiveness of the department. Establishes and implements operational policies, goals and objectives for the department. Prepares and presents the annual departmental budget. Maintains records and prepares reports on a variety of subjects. Evaluates the work of the deputy chief, battalion chiefs and other staff; identifies training needs; provides counseling as needed. **Minimum Requirements:** Bachelor's degree in fire administration or related field and five (5) years progressively responsible management experience in the fire service; or any equivalent combination of training and experience.
51	Fire Equipment Operator	Responsible for driving the fire apparatus to emergencies and the operation of pumpers, ladder trucks and other specialized equipment under emergency conditions. Responsible for routine maintenance and minor repair of assigned apparatus. Assists fire prevention inspection work, operation of hydrants or general firefighting work. **Minimum Requirements:** High School diploma and two (2) years experience as a Firefighter; or any equivalent combination of training and experience.
52	Fire Lieutenant	Directs firefighters and Fire Equipment Operators in an assigned company. **Minimum Requirements:** High School diploma and three (3) years of experience; or any equivalent combination of training and experience.
53	Fire Marshal	Oversees all functions within the fire department that are associated with the prevention of fire, which include Fire Prevention, Public Education, and Fire Investigation activities. Participates as an executive staff member to the Fire Chief and interfaces with other agencies and organizations, both public and private, on fire prevention issues. **Minimum Requirements:** Associate's degree in Fire Science and two (2) years experience as a Fire Captain and/or Fire Captain - Training; or any equivalent combination of training and experience.
54	Firefighter	Responsible for specialized firefighting duties under emergency conditions which may involve personal hazard. Requires a thorough individual understanding of firefighting methods gained by training and experience. Participates in training and routine work in the maintenance of firefighting equipment, apparatus and living quarters. Inspects commercial and industrial buildings and safety inspections and smoke detector installation for residences. **Minimum Requirements:** High School diploma and no experience necessary.

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Job #	Job Title	Job Summary
55	Groundskeeper I	Maintains and improves designated parks grounds including cleaning and addressing safety concerns. Assists in cleaning the parks and cemeteries sidewalks for seasonal snow removal. **Minimum Requirements:** High School diploma and one (1) year of experience in grounds keeping activities, especially on cemetery grounds; or any equivalent combination of training and experience.
56	Heavy Equipment Mechanic	Performs preventive maintenance, inspection and repairs to heavy equipment with a variety of gasoline and diesel engines. Responsible for preparing work orders and the requisition of parts and equipment for repair. **Minimum Requirements:** High School diploma, with training in automotive/heavy equipment/light equipment, gasoline or diesel engine repairs, with two (2) years of experience performing automotive/heavy equipment/small engine mechanical repair and maintenance; and/or state certificates or any equivalent combination of training and experience.
57	Human Resources Analyst	Recruits and selects employees for vacant positions within the City of Grand Rapids. Administers Civil Service examinations. Coordinates both internal and external selection processes. Conducts classification reviews, recommends placement of positions and salary. Provides, advises, and counsels managers regarding staffing plans, structure and needs. **Minimum Requirements:** Bachelor's degree in business or public administration, liberal arts or related field and two to four (2-4) years of progressively responsible professional experience in public personnel management; or any equivalent combination of training and experience.
58	Income Tax Administrator	Administers and interprets the City of Grand Rapid's Income Tax Ordinance and staff in an effective and efficient manner. Understands the federal and state income tax laws and how they affect the local income tax. Develops tax forms, policies, and procedures for the collection of income tax. Works on legislation changes and recommendations. Creates tax forms and works with Income Tax software developers on developing a tax form that complies with the Grand Rapids and Common Form specifications. **Minimum Requirements:** Bachelor's degree in public administration, business administration, accounting, or a related field and seven (7) years of experience as an income tax administrator or supervisor, which includes administrative responsibilities and experience with Federal, State, and local income tax laws; or any equivalent combination of training and experience.

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Job #	Job Title	Job Summary
59	Information Systems Coordinator	Manages projects and technology systems to perform assessments, deduct metrics about performance, evaluate trends and mitigate risks to avoid potential problems by determining and implementing system/process improvements. Possesses knowledge of departmental processes, workflow and comprehensive knowledge of departmentally developed information systems and systems infrastructure is required. Some positions may supervise. **Minimum Requirements:** Bachelor's degree in information technology, business administration, public administration, or related field and three to five (3-5) years of progressively responsible professional experience in information technology systems or a related field, including one year of supervision; or, any equivalent combination of training and experience.
60	Journey Signal Technician	Oversees the functions of the traffic signal electronics department and the employees working within. Ensures efficient functionality within a department that requires a diverse and unique range of skills and satisfies an equally diverse customer base. Provides a working scope which includes full knowledge and proficiency. **Minimum Requirements:** Associate's degree in electricity and electronics and special training in control equipment maintenance and repair, and four (4) years of experience in working on computerized traffic signal systems, including one (1) year of supervisory experience; or any equivalent combination of training and experience.
61	Journeyman Line Worker	Constructs, maintains, upgrades, and repairs overhead and underground traffic signal intersections, using heavy equipment. Maintains communication and fiber optic networks, and read blueprints. **Minimum Requirements:** High School diploma with courses in electricity or related work. Must hold a valid Electrical Journeyman license, and three (3) years of experience in line maintenance and construction; or any equivalent combination of training and experience.
62	Labor Relations Manager	Provides advanced professional leadership and supervision of labor relations services for the city. **Minimum Requirements:** Bachelor's degree in business administration, public administration, economics, or a related field and five to seven(5-7) years of progressively responsible professional experience in labor relations and collective bargaining, including supervisory experience and experience as chief spokesperson in collective bargaining; or any equivalent combination of training and experience.

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Job #	Job Title	Job Summary
63	Legal Secretary II	Supports City Attorney office's legal activities, including managing court calendars, case logs, creating reports and docketing. Responsible for electronic filing, claims management, customer service, FOIA log maintenance. Processes and monitors GP/FM and restitution claims on behalf of the City. Guides, manages, and trains other legal secretary staff as well as help others in the office with computer/it related challenges. **Minimum Requirements:** High School diploma and five (5) years of experience in responsible legal clerical and secretarial work; or any equivalent combination of training and experience.
64	Light Equipment Mechanic	Performs preventive maintenance, inspection and repairs to a variety of types of automotive, medium and light motor equipment with a variety of gasoline and diesel engines. Responsible for preparing work orders and the requisition of parts and equipment for repair. **Minimum Requirements:** High School diploma, with training in automotive/heavy equipment/light equipment, gasoline or diesel engine repairs, with two (2) years of experience performing automotive/heavy equipment/small engine mechanical repair and maintenance; and/or state certificates or any equivalent combination of training and experience.
65	Lineworker II	Constructs, maintains, upgrades, and repairs overhead and underground traffic signal intersections, using heavy equipment. Maintains communication and fiber optic networks, and read blueprints. **Minimum Requirements:** High School diploma with courses in electricity or related work. Must hold a valid Electrical Journeyman license, and three (3) years of experience in line maintenance and construction; or any equivalent combination of training and experience.
66	Managing Director	Oversees the Planning Department, Development Center, Planning Commission, Board of Zoning Appeals and Historic Preservation Commission. Responsible for long-range planning, land development activities, community engagement, policy initiatives, and design decisions in the public and private realms. Leads community based design and place making teams and manages complex local, regional and state-wide external relationships. **Minimum Requirements:** Master's degree in planning, public administration, Juris Doctorate, or a related field and seven to nine (7-9) years of experience in planning and directing major programs of local public services; or any equivalent combination of training and experience.

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Job #	Job Title	Job Summary
67	Mechanical Inspector I	Ensures mechanical equipment for new installations, remodels, replacements or repairs are installed according to current code and local ordinances by coordinating with contractors, owners and tenants mechanical inspections. **Minimum Requirements:** High School diploma, four (4) years of experience and possession of a mechanical license for not less than 1 year in 3 or more categories 1, 2, 4 or 9 as defined in 1984 PA 192, MCL 338.971 to MCL 338.988 also known as the Forbes Mechanical Contractors Act.
68	Office Assistant II	Performs highly varied general office and clerical work. Work involves performing a variety of duties in which set sequences of guidelines or procedures are applied to the processing of data, forms and records and the typing of such material. **Minimum Requirements:** High School diploma and one (1) year of experience in general clerical or office work; or an equivalent combination of training and experience.
69	Parking Facility Supervisor	Maintains and oversees all facilities of the Parking Department. Directs and manages cleaning, maintenance, repair, replacement, and development of new construction of parking ramps and surface lots. Oversees the recruiting and hiring of full, temporary, and part time department staff. Utilizes city employees, outside contractors, consultants and engineering firms and working with other city departments as needed to accomplish these goals. **Minimum Requirements:** Associate's degree in management or accounting and four (4) years experience in managing multi-unit revenue-generating facilities for public use (preferably in parking operations, maintenance, and safety) with at least one (1) year in a supervisory capacity; or any equivalent combination of training and experience.
70	Parking Meter Operations Supervisor	Supervises and plans the day-to-day activities of the City's parking enforcement and parking meter operations activities/programs. Administers an Agreement with the Interurban Transit Partnership for service, drivers and maintenance for the DASH bus shuttle service. Administers and controls the budget for these activities. **Minimum Requirements:** Associate's degree in management or accounting and four (4) years experience in managing multi-unit revenue-generating facilities for public use (preferably in parking operations, maintenance, and safety) with at least one (1) year in a supervisory capacity; or any equivalent combination of training and experience.

CITY OF GRAND RAPIDS
2016 SALARY SURVEY JOB SUMMARIES

Job #	Job Title	Job Summary
71	Parking Violations Checker	Enforces parking ordinances of parked vehicles on/off street in the City Of Grand Rapids. **Minimum Requirements:** High School diploma; or any equivalent combination of training and experience.
72	Payroll Supervisor	Processes all aspects of payroll including bi-weekly processes, monthly, quarterly reporting and W-2 processing. Assists and educates payroll personnel and employees with any questions regarding processing or understanding payroll. Processes verification of employment requests and garnishments. **Minimum Requirements:** Associate's degree in business administration, accounting or related field and two (2) years of payroll experience, including supervisory experience; or any equivalent combination of training and experience.
73	Planner II	Assists the public at counter and over the phone to interpret and administer the zoning ordinance. Works with developers and prepares cases for review by the Planning Commission. Performs various outreach efforts regarding planning and zoning, and other tasks as necessary. **Minimum Requirements:** Bachelor's degree in city planning, public administration, architecture or closely related field and some related work experience which may be satisfied through the completion of an internship, or directly related project; or any equivalent combination of training and experience.
74	Plumbing Inspector II	Manages inspections and re-inspections of commercial, industrial and multi-family residential facilities. Tracks the testing of backflow preventers. Provides education classes, submission of Annual Cross Connection Control Report. Provides input for annual review of subordinate plumbing inspector and additional duties as assigned. **Minimum Requirements:** High School diploma, plumbing journeyman license, and six (6) years of progressively responsible experience in the plumbing trade including two (2) years supervisory or code enforcement experience; or any equivalent combination of training and experience.

CITY OF GRAND RAPIDS
2016 SALARY SURVEY JOB SUMMARIES

Job #	Job Title	Job Summary
75	Police Captain	Command: Supervises and leads officers and sergeants under our command. Provides neighborhood, business, and resident issues through community and proactive policing. Provides effective police services through deployment of officers and specific assignments with the goal of reducing crime. Administrative: Provides services for all non-patrol and non-enforcement aspects of the police department. Supports services encompasses the emergency dispatch center, budget, purchasing, Information technology, fleet (patrol and non-patrol vehicles), records unit, traffic Unit, properly management unit, and radio service technicians. **Minimum Requirements:** Bachelor's degree in criminal justice or related field and two (2) years as a Police Lieutenant; or an equivalent combination of training and experience.
76	Police Chief	Directs all aspects of police work involving the prevention, detection, and investigation of criminal acts, the apprehension and arrest of law violators, and the safeguarding of lives and property. **Minimum Requirements:** Bachelor's degree in criminal justice or related field and ten (10) years of progressively responsible experience in police management; or any equivalent combination of training and experience.
77	Police Lieutenant	Command: Commands, directs, and reviews the activities of sworn police and civilian personnel (police officers, police sergeants, dispatchers, dispatch supervisors, interns and etc.) throughout assigned shifts. Special Events: Develops operational plans for all city related Special Events. Schedules officers to staff the events, first line supervision of events, and meets with event organizers and other city departments to determine their needs to ensure the safest. **Minimum Requirements:** High School diploma and two (2) years as a Police Sergeant; or an equivalent combination of training and experience.

CITY OF GRAND RAPIDS
2016 SALARY SURVEY JOB SUMMARIES

Job #	Job Title	Job Summary
78	Police Officer	Provides police services to the general public, patrols city streets to provide protection of its citizens. Enforces city ordinances and state laws. Offers professional police presence where needed and requested. Interviews complaints, suspects, and witnesses to criminal activity. Testifies in criminal, civil, or administrative court cases when required. Community Policing: Serves and protects life and property of those within the city limits of Grand Rapids. Enforces laws and ordinances. Works with citizens to address problems and improves police and community relations. Tactical: Performs tactical operations throughout the city. Responsible for Patrol Officer duties in any capacity needed or requested throughout the City, which includes special events, foot, bike, uniformed or plainclothes, and Segway patrols. **Minimum Requirements:** High School diploma and no experience necessary.
79	Police Sergeant	Supervises police officers assigned as detectives to the Detective Unit. Investigates crime within the City of Grand Rapids. Reviews, assigns, and supervises personnel investigating all criminal investigations. Supervises and manages assigned investigations. Monitors the progress of cases as they are investigated, until concluded in the court system. Manages case loads and be cognizant of the intricate cases, court schedules, training, and scheduled vacations. Verifies and reviews the detail and accuracy of the reports. Assists in maintaining case jacket files and are responsible for the disposition of evidence and other seized property. **Minimum Requirements:** High School diploma and two (2) years as a Police Officer; or an equivalent combination of training and experience.
80	Predictive Maintenance Technician	Predicts potential failure and provide written recommendations to maintenance for repair. Utilizes appropriate vibration, and oil analysis test methods to diagnose system faults. Operates machinery as necessary to acquire data and identify equipment in need of further analysis. Assesses equipment condition and prepares reports recommending repair and findings after repair including cost savings achieved thru repair. **Minimum Requirements:** High School diploma and two (2) years of progressively responsible experienced in vibration analysis or any equivalent combination of training and experience.

CITY OF GRAND RAPIDS
2016 SALARY SURVEY JOB SUMMARIES

Job #	Job Title	Job Summary
81	Probation Officer	Provides professional case management services to clients who are placed on probation. Conducts pre-sentence investigations and supervising the progress of individuals who have been accepted and placed on probation. Responsible for recommendations and reports on the progress of clients. **Minimum Requirements:** Bachelor's degree in criminal justice, psychology, public administration, or a related field and one (1) year of experience as a probation officer; or, any equivalent combination of training and experience.
82	Project Engineer	Serves as project manager on engineering project; oversees and monitors the work of contracting engineers. Plans and designs streets, sewer, highway, water treatment and water distribution systems, bridge or building construction projects; defines scope of work to be done and requests necessary surveys and soil borings; estimates quantities and costs of such projects. Prepares specifications and contract work orders; makes complex computations; makes time and material cost estimates. Inspects and supervises inspection of street, sewer, highway, water treatment and distribution systems, bridge or building construction. **Minimum Requirements:** Bachelor's degree in civil, electrical, or mechanical engineering, and three years of experience in the practice of civil engineering related to area of assignment; or, any equivalent combination of training and experience.
83	Project Manager	Establishes an administrative process involving initial and checkpoint follow up meetings with project owners (departments/other public entities) to ensure clear communication and understanding of client needs and expectations for projects are met, as well as effectively addressing complaints. Provides supervision of assistants and subordinate staff; manages the activities of the professional and support staff assigned to the project team; handles employee personnel issues (counseling, disciplinary, complaint issues) which may arise. **Minimum Requirements:** Bachelor's degree in civil engineering, architecture, planning, landscape architecture, or a related field and three to five (3-5) years of experience of professional engineering design, project management, landscape architecture, planning, or a related field; or, any equivalent combination of training and experience.

CITY OF GRAND RAPIDS
2016 SALARY SURVEY JOB SUMMARIES

Job #	Job Title	Job Summary
84	Public Services Director	Plans, organizes, implements and directs the City's Public Services Department's delivery of street maintenance and solid waste services. Manages all aspects of human resources, materials and equipment. Work is performed under the executive direction of a Managing Director or Deputy City Manager. **Minimum Requirements:** Bachelor's degree in engineering, business management, or a related field and seven to nine (7-9) years of progressively more responsible experience in the administration of public works activities, street maintenance, solid waste services, including supervisory or managerial experience; or any equivalent combination of training and experience.
85	Public Services Supervisor	Supervises work crew over Solid Waste or Street maintenance. Performs under general supervision of the Director. Monitors two or more crews of Refuse Packer Operators, Equipment operators, and maintenance assistants. **Minimum Requirements:** High School diploma and five (5) years of progressively responsible experience in the operation of medium and heavy equipment, including at least three (3) years of supervisory experience; or any equivalent combination of training and experience. Public Works experience a plus. Bachelor degree preferred.
86	Real and Personal Property Appraiser II	Performs real and personal property appraisal work in an assigned area of the City, including residential, commercial and industrial real estate for taxation purposes. Inspects new construction and alterations or additions to existing property and calculation of their assessed values. Provides reappraisal work, permit work, review of property appeals, defense of values in Michigan Tax Tribunal small claims cases, photography and sketching of buildings and any other special projects which may be assigned. **Minimum Requirements:** High School diploma, supplemented by course work in both basic and advanced real property appraisal methods, and three (3) years experience in appraising real property, either residential, commercial, or industrial; or any equivalent combination of training and experience.

CITY OF GRAND RAPIDS
2016 SALARY SURVEY JOB SUMMARIES

Job #	Job Title	Job Summary
87	Real Property Assessment Aide	Collects data as it relates to real property appraisal and assessment. Inputs data, draft, and updates sketches and photos of real property into the assessment appraisal software. Provides support for Real and Personal Property Appraisers. **Minimum Requirements:** High School diploma, supplemented by business courses related to appraisal methods or related technical fields and no experience. Or High School diploma, supplemented by one year experience in real estate listing, property appraisal, surveying, building trades or closely related technical field, or any equivalent combination of training and experience.
88	Recreation Supervisor	Coordinates all aspects of recreation programs offered by the City including youth, adult, and senior. Oversees the operation of facility rentals including indoor, outdoor and athletic fields. **Minimum Requirements:** Bachelor's degree in recreation administration, education, or closely related field and three (3) years of experience as a recreation leader or administrator; or any equivalent combination of training and experience.
89	Refuse Packer Operator	Provides manual, computer and mechanical/robotic-arm equipment operation of a one-man vehicle, that is involved in the collection of refuse and recycling along designated routes in an urban/city environment. Performs under minimal direct supervision. Trains, guides, and assists other employees. **Minimum Requirements:** High School diploma and one (1) year of experience operating large trucks, preferably a refuse collection of similar vehicle; or any equivalent combination of training and experience.
90	Retirement Services Specialist	Processes and monitors employee contributions to the Grand Rapids Police/Fire and General Retirement Systems. Prepares financial statements for the Retirement Systems and assists in the gathering of information for the preparation of actuarial valuations for both Retirement Systems. Prepares benefit estimates and reviews benefit estimates prepared by other staff members to ensure accuracy. **Minimum Requirements:** Bachelor's degree from a university of recognized standing with specialization in business, finance and/or public administration, and three to five (3-5) years of responsible experience in pension administration, benefit administration, finance, or related personnel fields; or an equivalent combination of education, training and experience which provides the required skills, knowledge and abilities described.

CITY OF GRAND RAPIDS
2016 SALARY SURVEY JOB SUMMARIES

Job #	Job Title	Job Summary
91	Risk Manager	Directs, supervises and coordinates the activities and operations of Risk and Safety within the Human Resources Department, including the City's insurances, safety, loss control, and property/liability claims programs and coordinates other assigned activities with other divisions, departments and outside agencies. **Minimum Requirements:** Bachelor's degree in risk management, safety, business administration, public administration, or related field and five to seven (5-7) years of progressively more responsible experience involving risk management, including administrative and supervisory experience; or any equivalent combination of training and experience.
92	Secretary to the City Manager	Assists and supports the City Manager, Executive Office Staff and Elected Officials with the Manager's day-to-day operations of the City of Grand Rapids. Performs executive-level clerical, supervisory, financial and budget preparation, payroll and office reception functions, as well as plan small scale special events. Designs and implements changes to office procedures for efficiencies. Provides customer services to citizens. **Minimum Requirements:** High School diploma and six (6) years of experience in responsible executive support work; or any equivalent combination of training and experience.
93	Senior Human Resources Analyst	Consults with various departments regarding staffing and recruiting needs. Manages and supervises the recruiting, project assignments and developing and conducting testing processes and administering the interview process. Prepares reports for Civil Service Board, City Commission and other bodies on regulations, laws and policies, statistics, outcomes and metrics. Participates in Diversity and Inclusion activities, recruiting, outreach, public relations, customer service and other engagement efforts. **Minimum Requirements:** Bachelor's degree in human resources, related social sciences, industrial/organizational psychology, or a related field and three to five (3-5) years of experience managing municipal human resources operations, municipal labor relations practices, staff management, or related experience; or any equivalent combination of training and experience.
94	Sign Fabricator II	Fabricates and installs street signs. Plans execution of placement of temporary traffic control devices for work zone safety following the Manual of Uniform Traffic Control Devices for various road closures. **Minimum Requirements:** High School diploma and three (3) years of progressively responsible experience related to sign making; or any equivalent combination of training and experience.

CITY OF GRAND RAPIDS
2016 SALARY SURVEY JOB SUMMARIES

Job #	Job Title	Job Summary
95	Traffic System Engineer	Oversees and directs the maintenance and operations of traffic control devices such as signals, signs, pavement markings, and roadway design elements in the public right-of-way. Reviews plans, management of assets, public involvement, temporary traffic control oversight, and is responsible for roadway policy decision-making **Minimum Requirements:** Bachelor's degree in civil engineering, networking, communications, or a related field and four (4) years of experience in traffic engineering; or, any equivalent combination of training and experience.
96	Utilities Field Operations Superintendent	Executes policy development, program planning, fiscal management, administration, and operational direction of the utilities field operation, including water distribution system, customer metering, and sanitary and storm collection systems. Provides managerial support of major projects or operations involving work crews, contractors, and professional and technical support staff. **Minimum Requirements:** Bachelor's degree in civil engineering, construction management, or a related field and five (5) years of progressively responsible supervisory and high level professional experience in a public works field, water distribution system and/or customer metering management, sanitary sewer or stonn water collections operations and maintenance, or varied maintenance or construction work in underground utilities with demonstrated knowledge of equipment operations; or, an equivalent combination of training and experience.
97	Utility Operator/Maintainer	Ensures proper and effective operation and maintenance of a wastewater treatment plant, water treatment plant, collection, and/or distribution system. Performs under the general direction of a supervisor. Guides and trains to less experienced utility staff. **Minimum Requirements:** High School diploma and two (2) years of experience related to water/wastewater treatment systems or any equivalent combination of training and experience.
98	Utility Systems Manager	Designs, constructs, operates and maintains the traffic control and street lighting infrastructure to provide for the safe, efficient, and economical movement of people and goods on the City's street system. Manages, mentors, and supports staff to achieve department and city goals while maintaining fiscal responsibility. **Minimum Requirements:** Bachelor's degree in environmental science, traffic engineering, management, or public administration and five to seven (5-7) years of managerial experience in a field related to street utility lighting, traffic management, or traffic signal/sign or related management; or, any equivalent combination of training and experience.

CITY OF GRAND RAPIDS
2016 SALARY SURVEY JOB SUMMARIES

Job #	Job Title	Job Summary
99	Waste Water Plant Operator II	Ensures optimal operation of the treatment plant, collection system and all associated equipment and related stations. Responds to emergencies related to plant and collection system operation. Observes plant systems and provides work orders for equipment maintenance or problems. Observes observational requirements and adjusts plant operations accordingly. Manages equipment in or out of service depending on service needs. **Minimum Requirements:** High School diploma and four (4) years of experience related to wastewater treatment activities; or any equivalent combination of training and experience.
100	Water Plant Operator III	Assures the proper operation of a water treatment and pumping plant and it's district wide water distribution system on an assigned shift. Receives phone calls and works directly with contractors, engineers, and GR staff mechanics to implement system maintenance, and breakdown mitigation. **Minimum Requirements:** High School diploma and four (4) years of experience related to water treatment activities; or any equivalent combination of training and experience.
101	Water Service Worker II	Assists in changing or setting water meters. Creates and completes service orders, turn water on or off at street valves, respond to emergencies. **Minimum Requirements:** High School diploma and one (1) year of experience in meter installation or repair work; or any equivalent combination of training and experience.
102	Water System Manager	Oversees the various divisions, responsible for long-range planning, operations, capital and operating budgets for the utility. Responds to media inquiries regarding the Water Utility. **Minimum Requirements:** Bachelor's degree in science, engineering or related field and five to seven (5-7) years of administrative experience in water treatment operation and maintenance; or any equivalent combination of training and experience.

SECTION III
SALARY SURVEY RESULTS

CITY OF GRAND RAPIDS, MI
2016 SALARY SURVEY RESULTS

Survey Job No.	Survey Job Title	Number of Organizations*	Average Pay Range		
			Minimum	Midpoint	Maximum
1	311 Customer Service Representative	5	$36,705	$42,324	$44,838
2	Accountant I	9	$49,159	$57,560	$63,445
3	Accounts Payable Supervisor	4	$60,053	$70,055	$74,138
4	Administrative Analyst I	4	$51,608	$60,943	$64,628
5	Administrative Analyst II	3	$65,012	$76,190	$77,810
6	Administrative Secretary	9	$41,128	$47,536	$51,717
7	Administrative Services Officer II	1	Insufficient Data for Analysis		
8	Administrator - Office Children Youth Famil	1	Insufficient Data for Analysis		
9	Assistant City Attorney II	9	$65,601	$86,562	$104,401
10	Assistant Planning Director	6	$74,797	$89,092	$98,104
11	Battalion Fire Chief	6	$87,583	$92,947	$98,311
12	Building Inspector II	9	$50,248	$57,183	$61,503
13	Business Developer	1	Insufficient Data for Analysis		
14	Cashier I	9	$30,780	$35,270	$38,057
15	City Attorney	9	$122,077	$134,759	$142,159
16	City Clerk	8	$91,039	$100,758	$105,452
17	City Engineer	10	$89,106	$109,063	$125,007
18	City Manager	10	$151,884	$158,792	$159,784
19	City Purchasing Agent	9	$72,554	$84,984	$93,742
20	City Treasurer	9	$80,349	$93,992	$103,167
21	Civil Engineer I	7	$58,650	$68,260	$74,508
22	Clerk of the Court	2	Insufficient Data for Analysis		
23	Code Compliance Supervisor	5	$61,688	$70,716	$74,532
24	Court Administrator/ Clerk	5	$89,883	$105,061	$111,912
25	Custodian	8	$34,702	$38,934	$41,466
26	Debt and Authority Finance Officer	2	Insufficient Data for Analysis		
27	Deputy Chief Financial Officer	4	$87,481	$105,010	$113,453
28	Deputy City Manager	5	$98,855	$122,317	$136,893
29	Deputy Court Clerk	6	$34,681	$40,620	$44,013
30	Deputy Fire Chief	8	$92,322	$102,014	$111,705
31	Deputy Police Chief	8	$97,280	$109,472	$117,120
32	Director of Facilities and Fleet Managemer	2	Insufficient Data for Analysis		
33	Director of Information Technology	7	$102,085	$120,879	$134,221
34	Director of Parks and Recreation	6	$88,431	$110,572	$126,350
35	Elections Specialist	6	$44,610	$52,167	$56,121
36	Electrical inspector II	9	$52,386	$59,573	$64,146

Data Effective 08/01/2016

* Includes Grand Rapids Data

CITY OF GRAND RAPIDS, MI
2016 SALARY SURVEY RESULTS

Survey Job No.	Survey Job Title	Number of Organizations*	Average Pay Range		
			Minimum	Midpoint	Maximum
37	Electrician II	7	$53,692	$59,323	$62,094
38	Electronics Technician	6	$46,375	$53,343	$56,746
39	Emergency Communications Operator II	9	$41,191	$47,651	$51,661
40	Employee Benefits Manager	5	$62,366	$76,051	$84,267
41	Engineering Assistant I	8	$39,492	$47,030	$51,939
42	Environmental Assessment Supervisor	2	Insufficient Data for Analysis		
43	Environmental Services Manager	3	$87,501	$107,370	$114,516
44	Equipment Operator II	10	$40,539	$45,425	$48,715
45	Facilities Maintenance Superintendent	7	$65,241	$76,920	$84,683
46	Facilities Maintenance Technician	6	$53,101	$59,475	$62,364
47	Financial Analyst	6	$58,610	$68,419	$74,358
48	Financial Assistant II	9	$36,802	$42,192	$45,468
49	Fire Captain	9	$75,967	$79,324	$82,681
50	Fire Chief	8	$104,078	$124,452	$139,550
51	Fire Equipment Operator	6	$56,234	$61,612	$66,991
52	Fire Lieutenant	8	$70,125	$73,609	$77,092
53	Fire Marshal	8	$83,441	$87,335	$91,228
54	Firefighter	8	$46,654	$56,507	$62,061
55	Groundskeeper I	6	$35,260	$39,491	$41,566
56	Heavy Equipment Mechanic	10	$45,412	$50,621	$54,042
57	Human Resources Analyst	7	$56,295	$65,351	$71,024
58	Income Tax Administrator	3	$68,283	$84,498	$89,698
59	Information Systems Coordinator	6	$66,437	$76,109	$81,213
60	Journey Signal Technician	7	$50,373	$56,210	$59,493
61	Journeyman Line Worker	5	$45,150	$52,363	$55,999
62	Labor Relations Manager	6	$88,582	$97,885	$101,427
63	Legal Secretary II	6	$43,930	$50,215	$53,410
64	Light Equipment Mechanic	9	$42,520	$48,013	$51,559
65	Lineworker II	3	$48,560	$55,635	$56,750
66	Managing Director	6	$89,908	$110,706	$124,816
67	Mechanical Inspector I	8	$48,598	$55,257	$59,165
68	Office Assistant II	7	$34,182	$39,254	$41,882
69	Parking Facility Supervisor	5	$63,458	$76,172	$83,673
70	Parking Meter Operations Supervisor	3	$52,138	$62,541	$64,257
71	Parking Violations Checker	4	$31,458	$37,802	$40,448
72	Payroll Supervisor	6	$58,794	$68,322	$73,905

Data Effective 08/01/2016
* Includes Grand Rapids Data

CITY OF GRAND RAPIDS, MI
2016 SALARY SURVEY RESULTS

Survey Job No.	Survey Job Title	Number of Organizations*	Average Pay Range		
			Minimum	Midpoint	Maximum
73	Planner II	8	$55,121	$61,828	$65,483
74	Plumbing Inspector II	9	$50,656	$57,337	$61,404
75	Police Captain	7	$88,196	$92,323	$95,430
76	Police Chief	10	$105,112	$123,411	$137,489
77	Police Lieutenant	10	$83,402	$87,810	$91,472
78	Police Officer	10	$47,224	$57,525	$64,192
79	Police Sergeant	10	$73,536	$75,964	$77,918
80	Predictive Maintenance Technician	5	$46,287	$52,127	$54,347
81	Probation Officer	5	$49,554	$58,964	$64,220
82	Project Engineer	9	$65,803	$76,950	$85,052
83	Project Manager	5	$68,018	$82,691	$91,026
84	Public Services Director	7	$102,950	$122,362	$136,321
85	Public Services Supervisor	7	$62,791	$71,182	$76,018
86	Real and Personal Property Appraiser II	7	$47,244	$53,722	$57,336
87	Real Property Assessment Aide	4	$41,728	$47,707	$49,308
88	Recreation Supervisor	7	$49,452	$55,995	$59,544
89	Refuse Packer Operator	5	$40,816	$45,675	$47,342
90	Retirement Services Specialist	4	$52,068	$63,921	$69,552
91	Risk Manager	3	$75,984	$88,759	$91,476
92	Secretary to the City Manager	7	$47,291	$54,022	$57,978
93	Senior Human Resources Analyst	5	$62,415	$74,912	$82,197
94	Sign Fabricator II	8	$42,463	$46,439	$48,476
95	Traffic System Engineer	6	$70,206	$81,799	$88,612
96	Utilities Field Operations Superintendent	5	$77,161	$88,297	$93,392
97	Utility Operator/Maintainer	5	$47,919	$53,056	$54,572
98	Utility Systems Manager	6	$78,027	$97,030	$110,212
99	Waste Water Plant Operator II	6	$43,950	$50,310	$53,751
100	Water Plant Operator III	7	$47,126	$54,031	$58,241
101	Water Service Worker II	6	$39,703	$45,772	$49,181
102	Water System Manager	5	$87,647	$106,275	$117,268

Data Effective 08/01/2016
* Includes Grand Rapids Data

SECTION • IV
PAY PRACTICES

TYPES OF PAY SCHEDULES

Peer Employer	Grade and Step	Open Range	Flat Rate	Other
City of Akron, OH[1]	Yes	Yes	Yes	No
City of Ann Arbor, MI[2]	Yes	No	Yes	No
City of Battle Creek, MI[3]	Yes	No	Yes	No
City of Des Moines, IA[4]	Yes	No	Yes	No
City of Grand Rapids, MI	Yes	No	No	No
City of Lansing, MI[5]	Yes	Yes	Yes	No
City of Madison, WI[6]	Yes	No	No	Yes
City of Rockford, IL[7]	Yes	Yes	No	No
City of Warren, MI	NR	NR	NR	NR
Ingham County, MI[8]	Yes	No	Yes	No

[1] Grade and step for non-exempt, open ranges for Exempt and Unclassified Exempt; flat daily rate for School Crossing Guards

[2] Flat rates for executive, steps for all others.

[3] Flat rates for Commission appointed positions; grade and step for all other employees.

[4] Grade and step for all but portions of SPM (i.e., department directors, senior management, executives).

[5] Mayoral staff and Executive Management positions have open ranges, contract employees have flat rates, all other positions are on grade and step.

[6] Grade and step for all employees except department heads; department heads have negotiated contracts within a defined range.

[7] Grade and step for Non-Exempt jobs; Open Range for Exempt and some Non-Exempt jobs.

[8] Grade and step for all employees except elected officials; flat rates for elected officials.

NR - No Response

HOW EMPLOYEES PROGRESS THROUGH THE PAY RANGE

Peer Employer	Longevity	Individual Performance	Step	Other
City of Akron, OH	Yes	No	Yes	No
City of Ann Arbor, MI	No	No	Yes[1]	No
City of Battle Creek, MI	Yes	No	Yes[2]	No
City of Des Moines, IA[3]	Yes	Yes	Yes	No
City of Grand Rapids, MI	No	No	Yes[4]	No
City of Lansing, MI[5]	Yes	No	No	No
City of Madison, WI	Yes	No	Yes	No
City of Rockford, IL	Yes	Yes	Yes	No
City of Warren, MI	NR	NR	NR	NR
Ingham County, MI	Yes	No	Yes[6]	No

[1] Step Progressions vary by contract.

[2] 8 steps for non-represented positions, other positions vary by union contract.

[3] Employees progress a step on their anniversary date if their performance is satisfactory.

[4] Employee is placed on step in grade at hire and advances one step upon successful completion of 6-month probation period. The graduation date from probation sets the new anniversary date for the employee's future annual evaluations. I f an employee advances to another job or promotes to a different classification, the process of probation and performance review begins again.

[5] Positions, when established, are assigned a specific classification level, title, and wage range, which shall constitute the official classification and compensation plan. Each classification level carries minimum and maximum rates of pay with a provision for merit increases according to a uniform schedule. All new employees shall be assigned a classification and pay range in accordance with the Classification and Compensation Plan.

[6] Employees move to the next step in the salary range the first full payroll after their anniversary date until they reach the maximum of the salary range for their position.

NR- No Response

TYPES OF BASE PAY INCREASES

Peer Employer	COLA	Merit/ Performance	Step	Other
City of Akron, OH[1]	Yes	Yes	Yes	No
City of Ann Arbor, MI[2]	No	No	Yes	Yes
City of Battle Creek, MI[3]	Yes	No	Yes	No
City of Des Moines, IA	Yes	No	Yes	No
City of Grand Rapids, MI	No	No	Yes – Exempt and Non-Exempt	Yes – All Groups[4]
City of Lansing, MI	No	No	Yes	No
City of Madison, WI	No	No	No	Yes[5]
City of Rockford, IL[6]	Yes	Yes	Yes	No
City of Warren, MI	NR	NR	NR	NR
Ingham County, MI	No	Yes	No	Yes[7]

[1] COLA for all employees, Merit for Exempt Employees, Step for Non-Exempt employees

[2] Step for union employees, non-union employee receive general salary increases not based on performance. Step increases are annual for eligible union employees only, except for AFSCME employees. They receive step increases on January 1st or July 1st based on their hire date. A union progression will change this date.

[3] COLA for exempt and non-exempt non-represented employees; step for all other employees.

[4] For most employees, organized labor negotiated agreements usually provide annual increases to base pay steps and ranges. For non-represented employees, discussion and annual increases usually follow the set patterns established by the labor groups.

[5] Defined by Council annually.

[6] COLA – Non-represented employees, Exempt and Non-Exempt; Merit/Performance – Exempt and Non-Exempt; Step – Non-Exempt.

[7] Pay increases other than step increases are negotiated during the collective bargaining process.

NR – No Response

PAY SUPPLEMENTS – EVENING SHIFT DIFFERENTIAL

Peer Employer	Provided	Employee Groups Eligible	Amount ($ or %)
City of Akron, OH	No	-	-
City of Ann Arbor, MI	No	-	-
City of Battle Creek, MI	Yes	AFSCME	$.40 per hour
City of Des Moines, IA	Yes	Police, CIPEC, MEA	$.25 - $.35 per hour
City of Grand Rapids, MI	Yes	APA	$.60 per hour
		ECO and ECOS	$.30 per hour
		GREIU	$.65 per hour
		POA	$.55 per hour
City of Lansing, MI	Yes	UAW and Teamsters 243	$.75 per hour
		Police SUP and NS	$1.00 per hour
City of Madison, WI	Yes	Comp groups 15,16,20,32 and 33	$.75 per hour
City of Rockford, IL	No	-	-
City of Warren, MI	NR	NR	NR
Ingham County, MI	Yes	All employee groups	$.35 per hour

NR- No Response

PAY SUPPLEMENTS – OVERNIGHT SHIFT DIFFERENTIAL

Peer Employer	Provided	Employee Groups Eligible	Amount ($ or %)
City of Akron, OH	No	-	-
City of Ann Arbor, MI	No	-	-
City of Battle Creek, MI	Yes	AFSCME	$.45 per hour
City of Des Moines, IA	Yes	Not Provided	Not Provided
City of Grand Rapids, MI	Yes	APA	$.65 per hour
		ECO and ECOS	$.35 per hour
		GREIU, POA, POCA and SCT	$.70 per hour
City of Lansing, MI	No	-	-
City of Madison, WI	Yes	Comp groups 15,16, 20, 32 and 33	$.75 per hour
City of Rockford, IL	Yes	Police	$1.25 - $2.00 per hour
City of Warren, MI	NR	NR	NR
Ingham County, MI	Yes	All employee groups	$.75 per hour

NR- No Response

PAY SUPPLEMENTS – WEEKEND SHIFT DIFFERENTIAL

Peer Employer	Provided	Employee Groups Eligible	Amount ($ or %)
City of Akron, OH	No	-	-
City of Ann Arbor, MI	No	-	-
City of Battle Creek, MI	No	-	-
City of Des Moines, IA	No	-	-
City of Grand Rapids, MI	No	-	-
City of Lansing, MI	No	-	-
City of Madison, WI	Yes	Comp groups 15,16, 20, 32 and 33	Varies by Group
City of Rockford, IL	No	-	-
City of Warren, MI	NR	NR	NR
Ingham County, MI	No	-	-

NR- No Response

PAY SUPPLEMENTS – ON-CALL OR STANDBY PAY

Peer Employer	Provided	Employee Groups Eligible	Amount ($ or %)
City of Akron, OH	Yes	Fire Division	2 hours at 250% of hourly pay
City of Ann Arbor, MI	No	-	-
City of Battle Creek, MI	Yes	Varies by Union	Varies by Union
City of Des Moines, IA	Yes	Police, MEA, Fire	1 hour comp time accrual, $1/hour for Fire
City of Grand Rapids, MI	Yes	GREIU	35 hours of straight time pay for the weekend.
City of Lansing, MI	Yes	Teamsters 243	1.5 hours of pay for each day
		UAW	1 hour of regular pay for each day
City of Madison, WI	Yes	Employees assigned to emergency maintenance and repair work	$1.12/hour
City of Rockford, IL	Yes	Police, Public Works	Varies by Group
City of Warren, MI	NR	NR	NR
Ingham County, MI	Yes	Specific titles	Paid for hours worked + 8 hours comp time

NR- No Response

PAY SUPPLEMENTS – CALL-BACK PAY

Peer Employer	Provided	Employee Groups Eligible	Amount ($ or %)
City of Akron, OH	Yes	Union Non-Exempt	Guaranteed 4 hours at appropriate pay rate
City of Ann Arbor, MI	Yes	AFSCME	2 hours at 1-1/2 regular rate
City of Battle Creek, MI	Yes	Varies by Union	Varies by Union
City of Des Moines, IA	Yes	CIPEC, MEA, Police	Minimum of 2 hour at OT, 2 hours straight for Police
City of Grand Rapids, MI	Yes	GREIU	Minimum of 4 hours beginning ½ hour before start at straight pay until exceed 40 hours a week.
		CST, ECO, ECOS, FIRE PCOA, POA	Minimum of 4 hours at straight pay
City of Lansing, MI	Yes	Teamsters 243 and 214, UAW, Police	Minimum of 3 hours of overtime pay
		Fire	Minimum of 4 hours of overtime pay
City of Madison, WI	Yes	Comp groups 15,16,20,32,33 and 71	Varies by Group
City of Rockford, IL		Fire, Fire 911, Police	Varies by Group
City of Warren, MI	NR	NR	NR
Ingham County, MI	Yes	All employee groups	Minimum of 3 hours of pay

NR- No Response

PAY SUPPLEMENTS – HOLIDAY PAY

Peer Employer	Provided	Employee Groups Eligible	Amount ($ or %)
City of Akron, OH	Yes	Non Sworn Non-Exempt	250% of regular pay
City of Ann Arbor, MI	Yes	All employees	Regular rate of pay
City of Battle Creek, MI	Yes	All employees	8 hours regular pay
City of Des Moines, IA	Yes	CIPEC	Double time plus Holiday pay
City of Grand Rapids, MI	Yes	GREUI Emergency	1½ regular pay rate for hours worked, minimum 4 hours
		IAFF 24-hour employees	10 hours pay if working and hours pay for non-work holiday
		IAFF 8 hour employees	8 hours of regular pay
		Non-uniformed employees	Day off with regular pay
City of Lansing, MI	Yes	Fire	Receive an additional $173.58 per holiday whether they work or not.
City of Madison, WI	Yes	All employees	1 ½ times base rate for hours worked; double or triple pay, depending on time work is performed, for work over 18 hours.
City of Rockford, IL	Yes	All employees	Varies by Group
City of Warren, MI	NR	NR	NR
Ingham County, MI	Yes	All employees	8 hours of regular pay

PAY SUPPLEMENTS – BI-LINGUAL PAY

Peer Employer	Provided	Employee Groups Eligible	Amount ($ or %)
City of Akron, OH	No	-	-
City of Ann Arbor, MI	No	-	-
City of Battle Creek, MI	No	-	-
City of Des Moines, IA	Yes	Police	$600 per year
City of Grand Rapids, MI	No	-	-
City of Lansing, MI	No	-	-
City of Madison, WI	No	-	-
City of Rockford, IL	Yes	Exempt and Non-Exempt	$15 per pay check
City of Warren, MI	NR	NR	NR
Ingham County, MI	No	-	-

NR- No Response

PAY SUPPLEMENTS – EDUCATION REIMBURSEMENT

Peer Employer	Provided	Employee Groups Eligible	Amount ($ or %)
City of Akron, OH	No	-	-
City of Ann Arbor, MI	Yes	All employees	$2,500 annual maximum
City of Battle Creek, MI	Yes	All employees, if job relevant	$2,250 annual maximum
City of Des Moines, IA	Yes	Fire, Police, GBO, MEA, SPM	$2,400 annual maximum
		CIPEC, Lib	$1,200 annual maximum
City of Grand Rapids, MI	Yes	All Units	Preapproved allowance –up to $2,000 annually for grade of C or better
City of Lansing, MI	Yes	Varies by employee group[1]	Varies by employee group[1]
City of Madison, WI	No	-	-
City of Rockford, IL	Yes	Exempt and Non-Exempt	Varies by Department
City of Warren, MI	NR	NR	NR
Ingham County, MI	No	-	-

[1] Council Staff = $300, Executive Management = $500, Police Non Sup = $500, Police Supervisor = $200, Fire = No limit, Non Bargaining = $500, Mayor Staff = $500, Teamster 214 = $400, UAW = $500, Teamster 243 = $0.

NR- No Response

PAY SUPPLEMENTS – EDUCATION INCENTIVE

Peer Employer	Provided	Employee Groups Eligible	Amount ($ or %)
City of Akron, OH	No	-	-
City of Ann Arbor, MI	Yes	Specific Jobs	1.50% - Associate's degree 3.75% - Bachelor's degree
City of Battle Creek, MI	Yes	All, if above the minimum requirements of the job	Varies based on degree
City of Des Moines, IA	No	-	-
City of Grand Rapids, MI	Yes	IAFF	$200/year for 30 credits, $400/year for 60 or more credits
		POA, POCA	NR
City of Lansing, MI	No	-	-
City of Madison, WI	Yes	Police and Fire only	Up to 28%
City of Rockford, IL	Yes	Exempt and Non-Exempt	Varies by Department
City of Warren, MI	NR	NR	NR
Ingham County, MI	Yes	Law Enforcement	$200 - $500[1]

[1] $200 for completion of 2 years in law enforcement program, $500 for a bachelor's program in law enforcement, $300 will be paid if already received the $200 for completion of 2 year program.

NR- No Response

PAY SUPPLEMENTS – LICENSE OR CERTIFICATION PAY

Peer Employer	Provided	Employee Groups Eligible	Amount ($ or %)
City of Akron, OH	Yes	Wastewater Plant Operator	NR
City of Ann Arbor, MI	Yes	Specific jobs	Varies by job and union
City of Battle Creek, MI	Yes	Varies by contract	Varies by contract
City of Des Moines, IA[1]	Yes	Specific jobs	Varies by job and union
City of Grand Rapids, MI	Yes	ECOS	$250 one time bonus for ENP or RPL certification
City of Lansing, MI[2]	Yes	Specific job	Varies by job and union
City of Madison, WI	No	-	-
City of Rockford, IL	No	-	-
City of Warren, MI	NR	NR	NR
Ingham County, MI	No	-	-

[1] Fire Specialist ($500/year), Paramedic (5.0%), Water Rescue/Tech Rescue ($900/year), Bomb Squad/Clandestine/ Dive Team (#1,600/year), K-9 (8 hours OT/week)

[2] Annual bonus' to: Michigan Class A Sewage Plant Operator Certification = $1000, Michigan Class B Sewage Plant Operator Cert. = $750, Michigan Class C Sewage Plant Operator Cert = $500, Michigan Class D Sewage Plant Operator Cert = $250, Michigan Master Heavy Certification = $3,000, ASE Master Heavy Certification = $5,000, EVT Master Fire Apparatus Technician = $7,000.

NR- No Response

PAY SUPPLEMENTS – COMPENSATORY TIME FOR EXEMPT EMPLOYEES

Peer Employer	Provided	Employee Groups Eligible	Amount ($ or %)
City of Akron, OH	No	-	-
City of Ann Arbor, MI	No	-	-
City of Battle Creek, MI	No	-	-
City of Des Moines, IA	No	-	-
City of Grand Rapids, MI	No	-	-
City of Lansing, MI	Yes	Non-Bargaining	1 hour for each hour worked
		Union Exempt	1.5 hours for each hour worked
City of Madison, WI	Yes	Comp group 18/44 range 13 and below	1.5 hours for each hour worked
City of Rockford, IL	Yes	Human Services	Varies
City of Warren, MI	NR	NR	NR
Ingham County, MI	No	-	-

NR - No Response

PAY SUPPLEMENTS – OUT OF CLASS PAY

Peer Employer	Provided	Employee Groups Eligible	Amount ($ or %)
City of Akron, OH	Yes	Classified Employees	5% increase per hour
City of Ann Arbor, MI	No	-	-
City of Battle Creek, MI	Yes	Varies by contract	Varies by contract
City of Des Moines, IA	Yes	CIPEC	1 step increase
City of Grand Rapids, MI	Yes	APA and Others	By assignment at the first step in new classification that is greater than step in current classification.
		GREIU	First step of higher classification or $1.00/hour more than present wage.
City of Lansing, MI	Yes	All employees	Employee is paid the next highest pay rate of the job they are working in.
City of Madison, WI	Yes	All groups except 18,21,23 and 44	Additional $.30 per hour; $.50 per hour for Group 15
City of Rockford, IL	Yes	Finance, Fire, Human Resources, Police, Public Works	5%
City of Warren, MI	NR	NR	NR
Ingham County, MI	Yes	All employee groups	5% - 10%

NR- No Response

PAY SUPPLEMENTS – OTHER PAY SUPPLEMENTS

Peer Employer	Provided	Employee Groups Eligible	Amount ($ or %)
City of Akron, OH	No	-	-
City of Ann Arbor, MI	No	-	-
City of Battle Creek, MI	No	-	-
City of Des Moines, IA	No	-	-
City of Grand Rapids, MI	Yes	IAFF	Shop Pay $5.00/day; 8-hour employees receive one floating 8 hour holiday/personal day
		POA	$500 retirement incentive
City of Lansing, MI	Yes	All	Varies[1]
City of Madison, WI	No	-	-
City of Rockford, IL	Yes	911 Telecommunicators	Employees scheduled for overtime receive additional $1.13 per hour plus overtime pay.
City of Warren, MI	NR	NR	NR
Ingham County, MI	No	-	-

[1] Sick Leave Bonus and buyback. About 1/2 of the groups receive $150 annual bonus for the use of 8 hrs. or less of sick time. Police, Fire, UAW, Non-Bargaining, Mayor Staff, and Council Staff may sell up to 32 hours of sick time earned in the current year, with a minimum sick leave balance of 480 hours.

NR- No Response

LONGEVITY PAY

Peer Employer	Offered to Employees	Employee Groups Receiving Longevity Pay	Longevity Pay Varies Across Employee Groups	Maximum Amount of Longevity Pay That Can Be Received	Longevity Pay Included as Covered Compensation for Pensions
City of Akron, OH	Yes	All employees with more than 5 years of service	Yes	$700 for CSPA, otherwise no max	Yes
City of Ann Arbor, MI	Yes	Represented Employees	Yes	$1,500 for AFSCME	No
City of Battle Creek, MI	Yes	All groups	Yes	$1,000.00	Yes
City of Des Moines, IA	Yes	All groups except MIS	No	6% of base pay	Yes
City of Grand Rapids, MI	No	-	-	-	-
City of Lansing, MI	Yes	All employees except contract and part-time UAW	Yes	Bargained with each group[1]	Yes
City of Madison, WI	Yes[2]	All employees except department heads.	No	12%	Yes
City of Rockford, IL	Yes	Represented Employees	No	10%	No
City of Warren, MI	NR	NR	NR	NR	NR
Ingham County, MI	Yes	All employees hired before January 2013	Yes	$1,800	Yes

[1] Teamsters 243, Teamsters 214, Non-Bargaining, UAW, Council Staff receive a set percentage based upon $25,000. Police, Fire, Executive Management receive a set percentage based upon $20,000.

[2] Comp Group 18 employees who do not live in City have longevity pay reduced by 1%.

NR- No Response

LONGEVITY PAY BY COMPLETED YEARS OF SERVICE

Peer Employer	5 Years	10 Years	15 Years	20 Years	25 Years	Over 25 Years
City of Akron, OH	3.5%	4.0%	4.5%	5.0%	5.5%	+.1% per year until 30 years
City of Ann Arbor, MI[1]	$300.00	$600.00	$900.00	$1,200.00	$1,500.00	$1,500.00
City of Battle Creek, MI	$0.00	$375.00	$675.00	$1,000.00	$1,000.00	$1,000.00
City of Des Moines, IA	1.0%	2.0%	4.0%	5.0%	6.0%	6.0%
City of Grand Rapids, MI	-	-	-	-	-	-
City of Lansing, MI	$500.00	$1,000.00	$1,500.00	$2,000.00	$2,500.00	$2,500.00
City of Madison, WI	3%	6%	8%	11%	12%	12%
City of Rockford, IL	2%	4%	6%	8%	10%	10%
City of Warren, MI	NR	NR	NR	NR	NR	NR
Ingham County, MI	$600.00	$1,000.00	$1,400.00	$1,800.00	$1,800.00	$1,800.00

[1] Not added to base pay, but paid in a separate check.

NR- No Response

PERFORMANCE BASED REWARDS OFFERED TO EMPLOYEES

Peer Employer	Performance Based Rewards Offered	Organization Wide Pay Increases	Organization Wide Lump Sum Bonuses	Department/ Team Pay Increases	Department/ Team Lump Sum Bonuses	Individual Pay Increases	Individual Lump Sum Bonuses	Non-Monetary Rewards
City of Akron, OH	Yes	-	-	-	-	Yes[1]	-	-
City of Ann Arbor, MI	No	-	-	-	-	-	-	-
City of Battle Creek, MI	No	-	-	-	-	-	-	-
City of Des Moines, IA	No	-	-	-	-	-	-	-
City of Grand Rapids, MI	No	-	-	-	-	-	-	-
City of Lansing, MI	No	-	-	-	-	-	-	-
City of Madison, WI	No	-	-	-	-	-	-	-
City of Rockford, IL	No	-	-	-	-	-	-	-
City of Warren, MI	NR	NR	NR	NR	NR	NR	NR	NR
Ingham County, MI	No	-	-	-	-	-	-	-

[1] Step increases for non-exempt require satisfactory performance evaluations; merit increases for exempt employees are based on performance.
NR- No Response

TYPES OF RETIREMENT PLANS PROVIDED FOR SWORN PUBLIC SAFETY EMPLOYEES

Peer Employer	Fire			Police			Public Safety Employees Participate in Social Security
	Defined Benefit Plan	Defined Contribution Plan	Hybrid Plan	Defined Benefit Plan	Defined Contribution Plan	Hybrid Plan	
City of Akron, OH	Yes	Yes	No	Yes	Yes	No	No
City of Ann Arbor, MI	Yes	No	No	Yes	No	No	No, except for Police Officers
City of Battle Creek, MI	Yes	No	No	Yes	No	No	No
City of Des Moines, IA	No	Yes	No	No	Yes	No	No
City of Grand Rapids, MI	Yes	Yes	No	Yes	Yes	No	No
City of Lansing, MI	Yes	No	No	Yes	No	No	No
City of Madison, WI	Yes	No	No	Yes	No	No	Yes
City of Rockford, IL	Yes	No	No	Yes	No	No	Yes
City of Warren, MI	NR	NR	NR	NR	NR	NR	NR
Ingham County, MI	NA	NA	NA	Yes	No	Yes[1]	Yes

[1] Employees hired after 1/1/13 are in the Hybrid Plan

NA- Not Applicable

NR- No Response

HIRING BONUSES

Peer Employer	Hiring Bonuses Given	Job Titles Eligible	Amount ($ or %)
City of Akron, OH	No	-	-
City of Ann Arbor, MI	No	-	-
City of Battle Creek, MI	No	-	-
City of Des Moines, IA	No	-	-
City of Grand Rapids, MI	No	-	-
City of Lansing, MI	No	-	-
City of Madison, WI	No	-	-
City of Rockford, IL	No	-	-
City of Warren, MI	NR	NR	NR
Ingham County, MI	No	-	-

NR- No Response

Stephanie Robinson

From: Stephanie Robinson
Sent: Monday, April 17, 2017 7:14 AM
To: 'Riley, Mary'
Subject: RE: Classification Vendor - Segal Waters

Importance: High

We need an account number and a price quote to go along with this .

Thanks,

Stephanie
(517) 702-6197
1232 HACO DR
LANSING MI 48912
Stephanie.robinson@lbwl.com

From: Riley, Mary [mailto:Mary.Riley@lansingmi.gov]
Sent: Friday, April 14, 2017 1:20 PM
To: Stephanie Robinson
Subject: Classification Vendor - Segal Waters

Hello Stephanie,
Hope all is well.
We are in desperate need of a new classification vendor to handle the City's reclassification and job evaluation reviews. Our old vendor has cancelled our contract because we could not fund a comprehensive compensation study ($300,000+) at this time. It is imperative that we have a consultant to conduct these reviews as they are submitted frequently to evaluate for posting new and old positions and for employees who would to re-class their current position. I'm happy to say that we have a great organization, Segal Waters Consulting, that can take this on for us. I am asking that Segal Waters be considered a sole source vendor for the following reasons:

- The City of Lansing has a current contract with Segal Waters. They are conducting the pension legacy costs analysis project with Finance and Finance Director, Angie Bennett.
- Segal Waters has just completed a compensation study with the City of Grand Rapids. We participated with this survey by providing our compensation data for key positions. And I also know that they have worked with the State of Michigan on other strategic/operational human resources issues.
- The need for a new classification/job evaluation vendor is URGENT. Our old vendor unexpectedly cancelled our contract without any prior notice. Not having a classification vendor will severely hamper our ability to fill positions and stop our employees' ability to re-class their position thus impacting their increase in compensation.

I have attached the retainer agreement and the Grand Rapids survey for your review. Please let me know if you have any additional questions or if there is additional documentation needed. I would appreciate your timely consideration, Stephanie.
Thank You,
Mary Riley

Mary P. Riley, MPA, SPHR, SHRM-SCP
Director of Human Resources
City of Lansing, Michigan
124 W. Michigan Avenue, City Hall, 8th Floor
Lansing, MI 48933-1694
517-483-4011 office phone
Mary.riley@lansingmi.gov email

STATE OF MICHIGAN
RICK SNYDER
GOVERNOR

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

SHELLY EDGERTON
DIRECTOR

May 17, 2017

Applicant/Licensee: Family Dollar Stores of Michigan, LLC (A Virginia Limited Liability Company)
c/o Sandra Boscia
sboscia@familydollar.com

RID # 902550 **Reference/Transaction**: New SDM license issued under 436.1533(5);
New Sunday Sales Permit (AM)

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: Family Dollar Stores of Michigan, LLC (A Virginia Limited Liability Company)

Business address and phone number: 726 E Michigan Ave, Lansing 48912, 757-321-5000

Home address and phone number of partner(s)/subordinates: Family Dollar Stores, Inc., 500 Volvo Pkwy, Chesapeake, VA 23320 – 575-321-5000

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office: **Lansing District Office (866) 813-0011**

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

A copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

cc: Lansing City

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

SHELLY EDGERTON
DIRECTOR

Tuesday, May 16, 2017
Michael J. Brown of Carlin Edwards Brown PLLC, Attorney
C/O ACAPULCO MEXICAN GRILL, INC.
mbrown@cebhlaw.com

RID # 902084 **Reference/Transaction:** TRANSFER OWNERSHIP ESCROWED 2017 CLASS C LICENSE FROM LANSING RETAIL CENTER L.L.C., TRANSFER LOCATION FROM 350 FRANDOR TO 300 N CLIPPERT, SUITE 17, LANSING, TRANSFER GOVERNMENTAL UNIT UNDER MCL 436.1531(1) FROM LANSING CITY TO LANSING TWP AND CHANGE LGU FROM L-199 TO L-187, NEW SDM LICENSE ISSUED UNDER MCL 436.1533(5)(A), NON-TRANSFERABLE, NEW SUNDAY SALES PERMIT (PM), NEW SUNDAY SALES PERMIT (AM)

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: ACAPULCO MEXICAN GRILL, INC.

Business address and phone number: 300 N Clippert St, Ste 17, Lansing 48912 (Ingham County)

Home address and phone number of partner(s)/subordinates:
Carmelo Vera, 2037 Haslett Rd„ Haslett, MI 48864; Cell phone: 517-755-8009
Alfredo Melendez, 6945 N. Laredo Dr., McCordsville, IN 46055; Cell phone: 317-340-6819
Jose Carmen Vera-Mendoza, 5053 Madison Ave., Apt. A1, Okemos, MI 48864; Business phone: 517-622-0343; Cell phone: 773-263-6161
Lorenzo Vera, 841 Valley Circle Dr., Apt. 104, Saline, MI 48176; Business phone: 734-429-2267; Cell phone: 312-719-6975
Juan Carlos Vera-Mendoza, 2037 Haslett Rd., Haslett, MI 48840; Cell phone: 517-803-8942

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Lansing District Office (866) 813-0011

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic

liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

cc: ACAPULCO MEXICAN GRILL, INC. (300 N Clippert St, Ste 17, Lansing, MI 48912-4637)
LANSING RETAIL CENTER L.L.C. (333 Albert Ave, Suite 500, East Lansing, MI 48823-4394)
City of Lansing city.clerk@lansingmi.gov

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

SHELLY EDGERTON
DIRECTOR

May 12, 2017

Fuel Mart 3814 Inc
Frank Jajou
(8195888@gmail.com)

RID #904254

Reference/Transaction: New SDM license issued under MCL 436.1533(5) with Sunday Sales Permit (AM) and Gas Pumps issued under MCL 436.1541(6) 5' (inside)

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: Fuel Mart 3814 Inc

Business address and phone number: 3814 W Jolly Rd, Lansing 48911

Home address and phone number of partner(s)/subordinates:
Frank Jajou, 8377 Remir Dr, Sterling Heights, MI 48312

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Lansing District Office (866) 813-0011

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

cc: City of Lansing (city.clerk@lansingmi.gov)

STATE OF MICHIGAN
RICK SNYDER
GOVERNOR

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

SHELLY EDGERTON
DIRECTOR

Tuesday, May 16, 2017
Farooq Cheema
C/O VALERO GAS STATION LLC
500 W Mt Hope
Lansing, MI 48910

RID # 862901 **Reference/Transaction:** New SDM License Issued Under MCL 436.1533(7), New Gas Pumps To Be Issued Under MCL 436.1541(6) 5' (Inside)

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: VALERO GAS STATION LLC

Business address and phone number: 500 W Mt Hope, Lansing, MI 48910 (Ingham County)

Home address and phone number of partner(s)/subordinates:
Farooq Cheema, 500 W Mt Hope Lansing, MI 48910; Business phone: 517-485-2787; Cell phone: 517-391-9300

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Lansing District Office (866) 813-0011

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

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Retail Licensing Division
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cc: VALERO GAS STATION LLC
City of Lansing city.clerk@lansingmi.gov