AGENDA

Committee on Ways and Means
AGENDA FOR AUGUST 14, 2023 AT 4:30 PM

Lansing City Hall, City Council Conference Room
124 W. Michigan Avenue, 10th Floor
To provide input or ask questions on any item that is listed on the agenda,
members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting.
view on: https://www.youtube.com/@lansingcitycouncil4446/streams

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

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
   A. July 24, 2023
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Discussion/Action:**
   B. RESOLUTION - Sale of Property; vacant Board of Water and Light parcel in Delhi Township
   C. RESOLUTION - Workers Compensation Settlement; WC 2062876-01143
   D. RESOLUTION - Workers Compensation Settlement; WC 2876-21-0001854
   E. RESOLUTION - Grant Acceptance; US Conference of Mayors award for the Mikey23 Foundation
   F. RESOLUTION - Grant Acceptance; Financially Distressed Cities, Villages, and Townships (FDCVT) Grant for Violent Crime Initiative
6. **Other**
7. **Adjourn**

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

MINUTES
Committee on Ways and Means
Monday, July 24, 2023 @ 5:00 p.m.
City Council Conference Room

CALL TO ORDER
Council Member Wood called the meeting was called to order at 5:00 p.m.

PRESENT
Council Member Peter Spadafore, Chair- excused
Council Member Carol Wood, Vice Chair
Council Member Brian T. Jackson, Member

OTHERS PRESENT
Sherrie Boak, Council Office Manager
Lisa Hagen -Lawrence, OCA
Emily Linden, Internal Auditor
Nick Zande

Minutes
MOTION BY COUNCIL MEMBER JACKSON TO APPROVE THE MINUTES FROM JULY 10, 2023, CORRECT TO REFLECT PAGE PARAGRAPH 2 UNDER HOME GRANT SHOULD BE "FIND A SPOT HOW ARE DO THEY TRY". MOTION CARRIED 2-0.

Public Comment
Mr. Zande spoke in support of granting of the compensation settlement.

Discussion/Action:
RESOLUTION – Workers Compensation Settlement WC2062876-01474
Ms. Hagen-Lawrence informed the Committee that the claimant will not return, is duty disability and will not return nor offered another job. The claimant does qualify for duty disability, and this settlement will not affect that, and they can collect retirement because of qualifications in age/service and collect for duty disability. This will be a waiver for any future claims.

Council Member Jackson asked about specifics. Ms. Hagen-Lawrence stated due to health and medical conditions that cannot be disclosed, but part of the evaluation by the OCA workers compensation. Council Member Jackson stated he would have appreciated more information.

Council Member Wood noted this is negotiated with OCA and if the claimant has legal representation, and Council is just approving the recommendation made to Council. Council

Member Jackson asked why this comes to Council and if it was because it was workers compensation. Ms. Hagen-Lawrence confirmed.

MOTION BY COUNCIL MEMBER JACKSON TO APPROVE THE RESOLUTION FOR THE WC CLAIM 2062876-01474. MOTION CARRIED 2-0.

<u>OTHER</u>
No other topics at this time.

<u>ADJOURN</u>
Adjourned at 5:05 p.m.
Submitted by,
Sherrie Boak, Recording Secretary,
Lansing City Council
Approved by the Committee on

RESOLUTION 2023-05-03
Disposition of Real Property

RESOLVED, that the Board of Commissioners hereby recommends that Lansing City Council grant the conveyance of certain real property titled to and occupied and maintained by the Board of Water and Light ("BWL"), specifically described on Exhibit A ("Property"); and

FURTHER RESOLVED, the General Manager of the Board of Water and Light is authorized to execute all documents to effectuate this disposition of the Property grant once approved by the Lansing City Council.

Motion by Commissioner Semone James, **Seconded** by Commissioner Sandra Zerkle to approve the Resolution for the Disposition by Sale of Real Property at a Board meeting held on May 23, 2023.

Action: Motion Carried

Staff Comments: Greg and Mary Douglass own the parcel adjacent to the Property and have a license agreement with the BWL for an encroaching driveway and shed and they asked to purchase the Property. The Property is only .8 acres and is located in a flood zone, making it undesirable for develop. BWL has neither used nor does it intend to use the Property. An appraisal was obtained to assist in establishing the purchase price ($5,000.00) and BWL has confirmed that neither the City of Lansing nor the Lansing School District has any need for the Property.

EXHIBIT A

LOT 11 OF PINE-DELL, A SUBDIVISION ON THE NE ¼ OF SECTION 11, T3N, R2W, DELHI TOWNSHIP, INGHAM COUNTY, MICHIGAN, SAID PLAT RECORDED IN L. 25 ON PAGES 10 & 11 OF INGHAM COUNTY PLATS.

Commonly known as v/l Pine Dell Drive, Lansing, Delhi Charter Township, Michigan

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

WHEREAS, Gregory and Mary Douglass ("Purchasers") requested to purchase a parcel of vacant land owned by Lansing Board of Water and Light ("LBWL") located in Delhi Township (the "Property"), adjacent to land presently owned by Purchasers; and

WHEREAS, the Property would be non-exclusive, would not impair any LBWL operations on the properties where the easement would be granted, and the properties are not needed to continue the operation of LBWL; and

WHEREAS, the Property was purchased with LBWL rate-payer funds in 1980, but is currently vacant, located in a flood zone, and not needed to continue the operation of the Board of Water and Light; and

WHEREAS, the LBWL Board of Commissioners, by Resolution 2023-05-03, voted to recommend that the Lansing City Council grant conveyance of the Property to Purchasers for $5,000.00.

NOW, THEREFORE BE IT RESOLVED, that the Lansing City Council hereby approves sale of the Property, legally described as:

> Lot 11 of Pine-Dell, a Subdivision on the NE ¼ of Section 11, T3N, R2W, Delhi Township, Ingham County, Michigan, said Plat recorded in Liber 25, on Pages 10 & 11 of Ingham County Plats.

To Gregory and Mary Douglass, for the sum of Five Thousand Dollars ($5,000.00).

BE IT FURTHER RESOLVED, that upon closing of the sale, all the net proceeds from the transaction may be retained by LBWL for its operation.

BE IT FINALLY RESOLVED, that the Mayor, on behalf of the City, is hereby authorized to sign and execute all documents necessary to effectuate the aforementioned transaction(s), subject to their prior approval as to content and form by the City Attorney.

City of Lansing
Office of the City Attorney

TO: Ways and Means Committee

FROM: F. Joseph Abood, Chief Deputy City Attorney

DATE: July 13, 2023

RE: WC Settlement 2062876-01143, Privileged and Confidential

[redacted]

CompOne Administrators, Inc. has evaluated this claim for settlement. We have negotiated a settlement of $75,093.00 to release all past, present, and future claims against the City of Lansing.

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

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

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

Fifth Floor, City Hall • Lansing, Michigan 48933 • (517) 483-4320 • Fax (517) 483-4081 • cityatty@lansingmi.gov

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

WHEREAS, the City of Lansing is named as defendant in a workers' compensation action, WC 2062876-01143, involving alleged work-related injuries/illnesses; and

WHEREAS, it is proposed that the action be resolved by virtue of entering into a settlement agreement, in which, the City of Lansing would agree to pay Plaintiff the sum of seventy-five thousand ninety-three hundred ($75,093.00) in exchange for a complete redemption and release of the City from any past, present, and future liability regarding any alleged injuries/illnesses whatsoever; and

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

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby approve payment of seventy-five thousand ninety-three hundred ($75,093.00) pursuant to said proposed settlement agreement as a full and final settlement of said action.

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

TO: Ways and Means Committee

FROM: F. Joseph Abood, Chief Deputy City Attorney

DATE: July 18, 2023

RE: WC Settlement 2876-21-0001854, Privileged and Confidential

[redacted]

CompOne Administrators, Inc. has evaluated this claim for settlement. We have negotiated a settlement of $28,100.00 to release all past, present, and future claims against the City of Lansing.

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

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

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

Fifth Floor, City Hall • Lansing, Michigan 48933 • (517) 483-4320 • Fax (517) 483-4081 • cityatty@lansingmi.gov

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

WHEREAS, the City of Lansing is named as defendant in a workers' compensation action, WC 2876-21-0001854, involving alleged work-related injuries/illnesses; and

WHEREAS, it is proposed that the action be resolved by virtue of entering into a settlement agreement, in which, the City of Lansing would agree to pay Plaintiff the sum of twenty-eight thousand one hundred ($28,100.00) in exchange for a complete redemption and release of the City from any past, present, and future liability regarding any alleged injuries/illnesses whatsoever; and

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

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby approve payment of twenty-eight thousand one hundred ($28,100.00) pursuant to said proposed settlement agreement as a full and final settlement of said action.

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

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE:

GRANT NAME: FY24 MIKEY23 TARGET FOUNDATION GRANT

DEPARTMENT: Police

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Cheryl Rupprecht (Cheryl.Rupprecht@lansingmi.gov 483-4808)

APPLIICATION DATE: AWARD DATE: July 2023

GRANT CYCLE: ___________ Check One: ___Annual ✓One-Time

FUND AMOUNT: _$100,000____ (Breakdown below should total this amount)

GOODS & SERVICES	
PERSONNEL	
CONSTRUCTION	$0.00
LAND	$0.00
OTHER (Training)	

CITY MATCH (IF APPLICABLE): $ 0.00

GRANT PAYS FOR:

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

Funding for the continuation of MIKEY23 efforts to educate and mentor young men and women through their knowledge and experience in construction trades

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

WHEREAS, In July 2023, through the FY 24 Target Foundation Grant Program, the US Conference of Mayors awarded the Lansing Police Department funding for the continuation of their efforts to educate and mentor young men and women through their knowledge and experience in construction trades in coordination with the Mikey23 Foundation; and

WHEREAS, the total grant amount is $100,000, and the funds will be distributed to the Mickey23 Foundation via a grant agreement between the City of Lansing and the Mikey23 Foundation; and

WHEREAS, the grant does not require a local match; and

WHEREAS, the grant recipients shall provide a final report of the use of the grant funds within 12 months after disbursement.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the FY 2024 Target grant funds received from The United States Conference of Mayors for immediate use upon approval of the Lansing City Council.

BE IT FURTHER RESOLVED, that 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 awarded grant funds.

BE IT FINALLY RESOLVED that the Administration is authorized to enter into any grant agreements with the Mikey23 Foundation that may be required to administer the grant funding, subject to approval as to form by the City Attorney.

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE:

GRANT NAME: STATE OF MICHIGAN VCIF 210131-23

DEPARTMENT: Police

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Cheryl Rupprecht (Cheryl.Rupprecht@lansingmi.gov 483-4808)

APPLIICATION DATE: AWARD DATE: 10/01/2022

GRANT CYCLE: ___________ Check One: ___Annual ✓One-Time

FUND AMOUNT: _$30,000.00____ (Breakdown below should total this amount)

GOODS & SERVICES	
PERSONNEL	
CONSTRUCTION	$0.00
VEHICLE	$30,000.00
OTHER (Training)	

CITY MATCH (IF APPLICABLE): $

GRANT PAYS FOR: Equipment Replacement-Unmarked Vehicle

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

The police vehicle(s) to be grant funded must be used for undercover operations

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

June 23, 2023

Andy Schor
Mayor
City of Lansing
124 W Michigan Ave, 8th Floor
Lansing, MI 48933

Dear Mr. Schor:

Re: **Grant No. 210131-23**
Notification of Intent to Award – FDCVT Grant FY 2023

The Michigan Department of Treasury (Treasury) – Revenue Sharing and Grants Division received your grant application for the Financially Distressed Cities, Villages, and Townships (FDCVT) grant program. We are pleased to inform you that the proposal your governmental unit submitted entitled ***Violent Crime Initiative Funding*** has been selected for a grant award in the maximum amount of ***$30,000.00***.

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

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

Next Step

To receive the Final Award, Treasury must receive two original signed copies of the Grant Agreement and a Board Resolution (as indicated in the Conditions of the grant application packet) by Tuesday, August 22, 2023. **Please note there is a new requirement to initial and date Appendix A of the Grant Agreement.**

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

Please send the required documents by mail to:

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

Upon Treasury's review and acceptance/approval of the signed Grant Agreement and Board Resolution, Treasury will sign the Grant Agreement. Treasury will return one executed copy of the Grant Agreement along with the Final Award letter, after which time the grantee will be responsible for the submission of grant compliance reporting and reimbursement requests.

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

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

Sincerely,

Evah Cole

Evah Cole, Division Administrator
Revenue Sharing and Grants Division

Enclosures

c: Desiree A. Kirkland, CFO

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

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

The purpose of this Agreement is to provide funding to a financially distressed municipality with conditions that indicate probable financial distress. Legislative appropriation of funds for grant assistance is set forth in 2022 Public Act 166. This Agreement is subject to the terms and conditions specified herein.

Grant #:	210131-23
Project Name:	Violent Crime Initiative Funding
Amount of grant:	$30,000.00
Start Date:	October 1, 2022
End Date:	September 30, 2027

GRANTEE CONTACT:	**TREASURY CONTACT:**
Desiree A. Kirkland, CFO Name/Title	Evah Cole, Division Administrator Name/Title
Lansing City Municipality Name	Revenue Sharing and Grants Division Division
124 W Michigan Ave, 8th Floor Address	P.O. Box 30722 Address
Lansing, MI 48933 City, State, Zip Code	Lansing, MI 48909 City, State, Zip Code
(517) 483-4594 Telephone Number	(517) 335-7484 Telephone Number
Fax Number	(517) 335-3298 Fax Number
desiree.kirkland@lansingmi.gov E-mail Address	TreasRevenueSharing@michigan.gov E-mail Address
CV0047783 Vendor/Customer Number	

I. AGREEMENT SCOPE

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

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

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

II. CONTRACT PERIOD

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

III. AMENDMENTS

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

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

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

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

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

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

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

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

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

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

1. Has not filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act, 1968 Public Act 2, as amended (MCL 141.421 to 141.440a) or the Uniform System of Accounting Act, 1919 Public Act 71, as amended (MCL 21.41 to 21.55), or

2. Has not filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, 1971 Public Act 140, as amended (MCL 141.921), or

3. Is delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, 1980 Public Act 243, as amended (MCL 141.931 to 141.942), or

4. Has a payment due and owing to the state.

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

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

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

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

V. <u>GRANTEE RESPONSIBILITIES</u>

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

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

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

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

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

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

(G) The Grantee must comply with all Conditions contained in its application for the grant, a copy of which is attached as Appendix B.

VI. <u>USE OF MATERIAL</u>

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

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

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

VII. <u>ASSIGNABILITY</u>

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

VIII. <u>CONTRACTS</u>

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

IX. NON-DISCRIMATION

The Grantee shall comply with the Elliott-Larsen Civil Rights Act, 1976 Public Act 453, as amended (MCL 37.2101 et seq), the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended (MCL 37.1101 et seq), and all other federal, state, and local fair employment practices and equal opportunity laws. The Grantee agrees to include in every contract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. LIABILITY

(A) The Grantee, not Treasury, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities carried out or to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any contractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities carried out or to be carried out by Treasury in the performance of this Agreement is the responsibility of Treasury and not the responsibility of the Grantee, if the liability is caused by any Treasury employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and Treasury in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and Treasury in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement may be construed as a waiver of any governmental immunity by the Grantee, Treasury, their agents, or their employees as provided by statute or court decisions.

XI. ANTI-LOBBYING

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

XII. DEBARMENT AND SUSPENSION

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any federal department or the state.

(2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or agreement under a public transaction; violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).

(4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XIII. AUDIT AND ACCESS TO RECORDS

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

XIV. INSURANCE

(A) The Grantee must maintain insurance or self-insurance, satisfactory to Treasury, that will protect Treasury from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

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

XV. OTHER SOURCES OF FUNDING

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

XVI. COMPENSATION

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

(B) Expenditures incurred or paid by the Grantee prior to the Start Date or after the End Date of this Agreement will not be reimbursed under the Agreement.

(C) Treasury will approve reimbursement requests after approval of reports and related documentation as required under this Agreement.

(D) Treasury reserves the right to request additional information necessary to substantiate reimbursement requests.

(E) Reimbursements under this Agreement may be processed by Electronic Funds Transfer (EFT) at Treasury's discretion. In order to be eligible to receive reimbursements by EFT, the Grantee must register at the SIGMA Vendor Self Service website (www.michigan.gov/SigmaVSS).

XVII. CLOSEOUT

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

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

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

XVIII. CANCELLATION

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

XIX. TERMINATION

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

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

a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or other applicable laws or rules.

b. If the Grantee knowingly and willingly presents false information to Treasury for the purpose of obtaining this Agreement or any reimbursement under this Agreement.

c. If Treasury finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of Treasury in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

d. During the thirty (30) day written notice period, Treasury will withhold reimbursement for any terminations under subparagraphs a through c, above.

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

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

a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;

b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

c. Convicted under State or federal antitrust statutes;

d. Convicted of any other criminal offense which, in the sole discretion of Treasury, reflects on the Grantee's business integrity; or

e. Added to the federal or state Suspension and Debarment list.

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

XX. DISCLOSURE OF INFORMATION

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

XXI. CERTIFICATION

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

FOR THE GRANTEE:

Signature ____________________ Date ____________________

Name/Title ____________________

FOR TREASURY:

Signature ____________________ Date ____________________

Name/Title ____________________

APPENDIX A –
APPROVED BUDGET AMOUNTS

Violent Crime Initiative Funding

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

Budget Category	Budget Description	Application Budget Amount	Award Budget Amount	Comments
	Equipment	$30,000.00	$ .00	Denied
Equipment - Replacement	Unmarked Vehicle	$90,000.00	$30,000.00	Purchase of one vehicle
	Budget Total	**$120,000.00**	**$30,000.00**	

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

Grant Administration Fees: Grant administration fees are not reimbursable expenses.

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

Police Vehicles: The police vehicle(s) to be grant funded must be used for undercover operations.

Initials: __________ Date: __________

Financially Distressed Cities, Villages, and Townships Application (FY 2023)

Issued under authority of 2022 Public Act 166

CONDITIONS

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

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

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

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

Expenditures:
1. The grantee understands and agrees that all expenditures from the grant will:
   - Be used to ensure efficient administration of the proposal.
   - Be permissible under state and federal law and consistent with statewide policies, regulations, and practices.
   - Be adequately supported by source documentation, including invoices, cancelled checks and electronic payment confirmations.
   - Only be for items approved in the Grant Agreement.

2. The grantee agrees to use the approved purchasing practices and bid procedures required by the "Grantee" for expenditures involving proposal activity.

3. The grantee agrees to maintain accounting records following generally accepted accounting principles for the expenditure of grant funds. The grantee agrees to record all revenues and expenditures in a fund or account separate from the grantee's other funds or accounts.

4. The grantee agrees to maintain all documentation for costs incurred for a seven-year period following the Michigan Department of Treasury Final Closeout letter.

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

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

Financially Distressed Cities, Villages, and Townships Application (FY 2023)

Issued under authority of 2022 Public Act 166

CONDITIONS CONTINUED

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

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

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

Forfeiture and Repayment of Grant Funds:
If any conditions and provisions in the Grant Agreement are not met by the grantee, the grantee agrees to forfeit any future grant funds for this proposal and agrees that any grant funds previously reimbursed to the grantee may be required to be repaid to the State. At the discretion of the State Treasurer, repayments may be fulfilled by the Michigan Department of Treasury through the diversion of revenue sharing payments issued to the grantee under the Glenn Steil State Revenue Sharing Act of 1971 (1971 PA 140) or the Michigan Department of Treasury's FY 2023 appropriation act (2022 PA 166), until all grant funds previously reimbursed for this project have been repaid to the State.

Reporting Requirements:
1. *Semiannual Narrative and Financial Status Reports* – The awarded grantee shall submit to the Michigan Department of Treasury semiannually, signed and dated, narrative and financial status reports. The reports are due April 30 and October 30.

   a. *Narrative Report (NR)* (Form 5196) – should present the following information:
      i. Name of Grantee and Grant Number
      ii. Reporting Period (i.e. October 1, 2022-March 31, 2023, April 1, 2023-September 1, 2023, etc. ...). The initial filing will be due on October 30, 2023, and cover the period of October 1, 2022, to September 30, 2023.
      iii. The percentage (%) completed of the proposal's work plan
      iv. The estimated proposal completion date. For the final report, indicate the actual proposal completion date
      v. A brief outline of the work accomplished during the reporting period (or grant period, if this is the final report) relative to the proposal's work plan and timeline
      vi. A brief outline of the work to be completed during the subsequent reporting period
      vii. A brief description of any problems or delays, real or anticipated, experienced

   b. *Financial Status Report (FSR)* (Form 5198) – should present the following information:
      i. Name of Grantee and Grant Number
      ii. Reporting Period (i.e. October 1, 2022-March 31, 2023, April 1, 2023-September 1, 2023, etc. ...). The initial filing will be due on October 30, 2023, and cover the period of October 1, 2022, to September 30, 2023.
      iii. The percentage (%) completed of the proposal's work plan
      iv. The estimated proposal completion date. For the final report, indicate the actual proposal completion date
      v. The amount of funds expended through the reporting period (i.e. from the beginning of the grant proposal to the end of the reporting period)
      vi. The projected future expenditures for the proposal
      vii. Total projected expenditures for the proposal
      viii. Original or amended (per grant award) budget per Appendix A of the Grant Agreement
      ix. The difference between current projected proposal expenditures and original or amended budget

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CONDITIONS CONTINUED

2. *Final Narrative Report* (Form 5196) and *Final Financial Status Report* (Form 5198) – The awarded grantee shall submit to the Michigan Department of Treasury final, signed and dated, narrative and financial status reports. The reports are due within thirty (30) days after the completion of the proposal.

   a. The reports shall include the information as indicated under *Semiannual Narrative and Financial Status Reports* (above).

   b. Indicate "Final Report" on the top of the Final Narrative and Financial Status Reports.

   c. In addition to the items listed above, the final narrative report must include a description of the proposal's accomplishments and any unanticipated benefits/difficulties experienced while completing the proposal. Additionally, attach a copy of the proposal deliverables, if applicable (i.e. pictures of completed construction or equipment, etc. ...).

3. *Final Follow-up Report* (Form 5197) – One year after the date of the Final Closeout Letter from the Michigan Department of Treasury, the grantee agrees to provide a Final Follow-up Report to the Michigan Department of Treasury on the status of the proposal. The report will include:

   a. A detailed description of service changes and improvements.
   b. A detailed status update on the goals and measures used to determine the success of the proposal and outcomes presented in the application (i.e. have they been met, what has changed, etc. ...).
   c. A detailed description of set-backs or difficulties experienced in implementing the proposal.
   d. An analysis of cost savings realized related to the implementation of the proposal.
   e. A detailed description of how the funding was utilized and assisted the grantee toward financial stability.

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

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

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

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

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

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

WHEREAS, the State of Michigan Department of Treasury has given preliminary notice of its intent to award a Financially Distressed Cities, Villages, and Townships (FDCVT) grant in the amount up to $30,000 toward reimbursement of expenditures required to implement the Violent Crime Initiative Funding; and

WHEREAS, the FDCVT grant requires no local match; and

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

WHEREAS, the City of Lansing acknowledges that it:

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

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

NOW, THEREFORE, BE IT RESOLVED THAT the City Council hereby authorizes participation in the Violent Crime Initiative Funding and on behalf of the City of Lansing authorizes the Mayor or their designee to provide this resolution indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to the FDCVT requirements.

BE IT FINALLY RESOLVED THAT upon final award of the FDCVT grant, City Council approves acceptance of the grant funds and 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 awarded funds.