

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



AGENDA FOR JUNE 10, 2019

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, June 10, 2019 at 7:00 p.m. at the Tony Benavides Lansing City 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 20, 2019 and June 3, 2019
- 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 P.E.E.R.S. Annual Juneteenth Celebration (PEND-908)
- 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 blue form.)

A. SCHEDULED PUBLIC HEARINGS

1. In consideration of Noise Special Permit; rehabilitating Martin Luther King Jr Boulevard from Pleasant Grove Road north to 550 feet south of Victor Avenue for work on weekdays and weekends during the 2019 construction season (PEND-909, 856)

XIII. COUNCIL CONSIDERATION OF LEGISLATIVE MATTERS

A. REFERRAL OF PUBLIC HEARINGS

B. CONSENT AGENDA

1. BY COUNCIL MEMBERS DUNBAR, GARZA, HUSSAIN, JACKSON, SPADAFORÉ, SPITZLEY, WASHINGTON, WOOD
 - a. Tribute; in recognition of the South Lansing Business Association (SLBA) 2019 Community Service Award recipient: Tuesday Toolmen (PEND-910)
 - b. Tribute; in recognition of the South Lansing Business Association (SLBA) 2019 Business of the Year Award recipient: Gillespie Group (PEND-911)
 - c. Tribute; in recognition of the South Lansing Business Association (SLBA) 2019 Alfreda Schmidt Lifetime Achievement Award recipient: Lolo Robinson (PEND-912)
 - d. Tribute; in recognition of P.E.E.R.S. Annual Juneteenth Celebration (PEND-908)
2. BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
 - a. SLU-1-2019; Church in the "F" Commercial District, 900 Southland Avenue, Suite 918 (PEND-838)
3. BY THE COMMITTEE ON GENERAL SERVICES
 - a. Fireworks Display License; Great Lakes Fireworks for the City of Lansing's Independence Day Celebration (PEND-903)
 - b. Community Funding; Friends of Lansing Historic Cemeteries & ENO; 60 Markers (PEND-915)
 - c. Claim Disposition: Claim #1680; Jeffrey Anzaldua for \$4,172.00 in trash fees at 1737 Robertson St (PEND-867)

- d. Setting a Public Hearing in consideration of Noise Special Permit; Department of Public Service to allow for work on the resurfacing of Miller Road (from Cedar Street to Aurelius Road) and Turner Street (from Douglas Avenue to Randolph Street) 8:00 a.m. until 8:00 p.m., on Miller Road between July 8, 2019, through August 4, 2019, and on Turner Street between July 15, 2019, through August 18, 2019 (PEND-891, 892)
 - e. Setting a Public Hearing in Consideration of Noise Special Permit; rehabilitating Martin Luther King Jr Boulevard from Pleasant Grove Road north to 550 feet south of Victor Avenue for work on weekdays and weekends during the 2019 construction season (PEND-909, 856)
 - 4. BY THE COMMITTEE ON PUBLIC SAFETY
 - a. Setting a Show Cause Hearing in consideration of Orders to Make Safe or Demolish; 3005 Herrick Drive (PEND-880, 881)
 - b. Setting a Show Cause Hearing in consideration of Orders to Make Safe or Demolish; 410 S. Francis (PEND-882, 883)
 - 5. BY THE COMMITTEE ON PUBLIC SERVICES
 - a. Setting a Public Hearing in consideration of Special Assessment; Snow and Ice Removal Assessment Winter 2018-2019 (PEND-897)
 - 6. BY THE COMMITTEE OF THE WHOLE
 - a. Confirmation of Reappointments; Jason Wilkes as the At-Large Representative to the Board of Public Service, James Tischler as the Business Owner Representative to the Downtown Lansing Inc. Board, Brian McGrain as the City of Lansing Representative to the Local Development Finance Authority, Elaine Barr to the Michigan Avenue Corridor Improvement Authority, Zoe Ahlstrom as an At-Large Member of the Park Board (PEND-902)
- C. RESOLUTIONS FOR ACTION
 - 1. BY THE COMMITTEE ON WAYS AND MEANS
 - a. Grant Acceptance; Michigan Department of Environmental Quality Scrap Tire Grant (PEND-893)
 - b. Grant Acceptance; JAG Grant for technology and equipment (PEND-898)

- D. REPORTS FROM COUNCIL COMMITTEES
- E. ORDINANCES FOR INTRODUCTION and Setting of Public Hearings
 - 1. BY THE COMMITTEE ON GENERAL SERVICES
 - a. Amending Chapter 1615; Regulation of the days and times permitting the unlicensed ignition, discharge and use of consumer fireworks and the penalties for violations (PEND-914)
- F. ORDINANCES FOR PASSAGE
 - 1. BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
 - a. Z-8-2018; 5400 S. Cedar Street, Rezoning from "F" Commercial & "J" Parking Districts to "G-2" Wholesale District (PEND-744)
- 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. Lansing Board of Water and Light Fiscal Year 2020 Budget and Capital Improvement Plan for Fiscal Years 2020-2025
 - 2. Letter(s) from the Mayor re:
 - a. Permanent zoning of newly annexed property on S. Waverly Road (PEND-905, 904)
 - b. FY 2019 Budget Amendment (PEND-906)
 - c. Appointment; Aaron I. Milton as an At-Large Member of the Board of Police Commissioners (PEND-####)
 - d. Appointment; Joseph Graves as the Third Ward Member of the Lansing Board of Water & Light Board (PEND-####)

- e. Reappointments; Ken Ross as an At-Large Member of Lansing Board of Water and Light, Wyatt Ludman as an At-Large Member of the Fire Board, Sandra Thompson-Kowalk as the Third Ward Member of the Board of Police Commissioners (PEND-###)
- f. Sole Source Purchase; Lansing Police Department request for Thermo Scientific Inc. as the vendor for the purchase of the Tru Narc Substance Testing Device

B. COMMUNICATIONS AND PETITIONS, AND OTHER CITY RELATED MATTERS

- 1. Notice from the Liquor Control Commission; Transfer of an Escrowed SDM License for Bhupinder Kaur located at 1200 W Willow St, Lansing, MI 48915
- 2. Communication from Paul Gentilozzi, President of Gentilozzi Real Estate, concerning a development project at 5400 South Cedar Street, Z-8-2018
- 3. Communication from former Lansing Mayor and City Council President Tony Benavides thanking City Council for the recent recognition

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, 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
WAIVER OF THE NOISE ORDINANCE**

M-99/MLK from Pleasant Grove Road north to 550 feet south of Victor Avenue

The Lansing City Council will hold a public hearing on Monday, June 10, 2019 at 7 p.m. in the City Council Chambers, Tenth Floor, Lansing City Hall, 124 W. Michigan Ave., Lansing, Michigan for the purpose stated below:

To afford an opportunity for all residents of the City of Lansing to appear and be heard with regard to a request for a waiver of the Noise Ordinance in accordance with the provisions of Chapter 654 of the Code of Ordinances, filed by the Michigan Department of Transportation request to rehabilitating M-99/MLK from Pleasant Grove Road north to 550 feet south of Victor Avenue during the 2019 construction season to minimize inconvenience to the public and expedite the project.

For more information, please call 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, MMC/CMMC
www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope

RESOLUTION #2019-157

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

WHEREAS, the Michigan Department of Transportation (MDOT) will be rehabilitating M-99/MLK from Pleasant Grove Road north to 550 feet south of Victor Avenue during the 2019 construction season; and

WHEREAS, this construction project involves an asphalt inlay of the outside two lanes and a single course mill and overlay of the inside three lanes; and

WHEREAS, to minimize impacts to business owners and residents, increase production and reduce time MDOT is proposing to conduct milling and paving operations at night and on weekends; and

WHEREAS, this construction project is expected to begin after July 4th and continue until the fall; and

WHEREAS, the night and weekend work is anticipated to take three to four weeks, not necessarily consecutive

WHEREAS, MDOT, has requested a waiver of the noise ordinance, for construction noise for this project, on weekdays and weekends; and

WHEREAS, the City of Lansing Public Service Department recommends that the contractor be granted the requested noise waiver in order to minimize disruption to businesses and reduce construction schedule.

NOW THEREFORE BE IT RESOLVED that a public hearing be held on June 10, 2019 at 7 PM in the City of Lansing Council Chambers, 124 W. Michigan, in consideration of the request for granting a waiver of the noise ordinance, for construction noise on the above described project, on weekdays and weekends for the period of July 5, 2019, through November 24, 2019, on M-99/MLK from Pleasant Grove Road north to 550 feet south of Victor Avenue.

BY COUNCIL MEMBER DUNBAR, GARZA, HUSSAIN, JACKSON,
SPADAFORÉ, SPITZLEY, WASHINGTON AND WOOD
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, The Tuesday Toolmen began in Kalamazoo in 1995 and the program has been active in Lansing since 2010. The program is volunteer driven and promotes a quality of life for seniors, low-income and disabled individuals qualifying for assistance; and

WHEREAS, The Tuesday Toolmen work in partnership with the local Occupational and Physical Therapists to assess home safety issues in order to keep the individual in their homes and promote their participation in all areas of life; and

WHEREAS, the volunteers work every Tuesday to help seniors and adults with disabilities with free home repair, maintenance, and home modifications to ensure a safe home environment for low to moderate income individuals; and

WHEREAS, most every Tuesday throughout the year you will find the twenty-five plus volunteers assisting Lansing area residents with repairs to their homes. Whether they are constructing a handicap accessibility ramp, installing grab bars in a bathroom, or replacing door ways to meet specific needs they are always there to help.; and

WHEREAS, since the program began there have been a total of 197 projects completed, and 4550 feet of ramps installed, utilizing 160,000 screws, 25,500 spindles, and 15,800 lag screws .

BE IT RESOLVED, Lansing City Council hereby, wishes to express its appreciation to The Tuesday Toolmen for their commitment to the Lansing community. Congratulations on being chosen as the recipient of the “2019 Community Service Award” from the South Lansing Business Association. We wish you continued success!

BY COUNCIL MEMBER DUNBAR, GARZA, HUSSAIN, JACKSON,
SPADAFORÉ, SPITZLEY, WASHINGTON AND WOOD
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, The Gillespie Group based in Lansing, Michigan, specializes in creative urban development, revitalizing communities and pursuing excellence in all that they do; and

WHEREAS, The Gillespie Group takes creative risks, visualizing energetic spaces that breathe new life into communities, and with an eye to the future, has constructed over 1,800 residential units and 675,000 square feet of commercial/retail space across Michigan; and

WHEREAS, they believe that with a strong commitment to positive growth and change they can contribute to a rejuvenated Michigan, a place where groundbreaking new ideas are realized and people are motivated to invest in their communities; and

WHEREAS, The Gillespie Group has created projects that include Lansing residential developments such as The Outfield, Marketplace, Stadium District and Prudden Place as well as commercial undertaking and soon to be a hotel, urban market, and forty (40) additional units in downtown Lansing in the Fall 2020.

BE IT RESOLVED, Lansing City Council hereby, wishes to express its appreciation to The Gillespie Group for their commitment to the Lansing community. Congratulations on being chosen as the recipient of the “2019 Business of the Year Award” from the South Lansing Business Association. We wish you continued success!

XIII.B.1.C

BY COUNCIL MEMBER DUNBAR, GARZA, HUSSAIN, JACKSON,
SPADAFORÉ, SPITZLEY, WASHINGTON AND WOOD
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, Lolo Robison earned a Master's degree in Public Relations from Michigan State University, and graduated Cum Laude from Central Michigan University with a degree in Administration, in addition Lolo is a founding member of the MSU College of Communication Arts & Sciences, Department of Advertising and Public Relations Professional Advisory Board and

WHEREAS, Lolo Robison has served as CATA's Chief Marketing and Public Information Officer since July 2011, and in March 2018 she was appointed to oversee Customer Experience; and

WHEREAS, Lolo Robison has held leadership roles at Acrisure, Michigan State University Alumni Association, Lansing State Journal, Capital Area School Employees Credit Union and Michigan Nursery and Landscape Association; and

WHEREAS, Lolo continues her contributions to the Community by serving on the Lansing Board of Water & Light General Manager's roundtable, Capital Area United Way Public Relations & Branding Committee, and is a member of the Arts Council of Greater Lansing's Board of Directors for whom she chairs the Artist's Focus Committee; and

WHEREAS, Lolo attended the American Public Transportation Association Class of 2017 Leadership Program, and guided CATA to an APTA AdWheel Grand Award in October 2014. Regardless of what Lola is working on, she aims to deliver memorable and distinctive customer experiences.

BE IT RESOLVED, Lansing City Council hereby, wishes to express its appreciation to Lolo Robison for her commitment to the Lansing community. Congratulations on being chosen as the recipient of the "2019 Alfreda Schmidt Lifetime Achievement Award" from the South Lansing Business Association. We wish you continued success!

BY COUNCIL MEMBER DUNBAR, GARZA, HUSSAIN, JACKSON,
SPADAFORE, SPITZLEY, WASHINGTON AND WOOD
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the oldest African American Holiday was first recognized on June 19, 1865, and is now an official state holiday in 15 states across the country. It was on June 19, 1865 that news of the Emancipation Proclamation, which President Lincoln signed on January 1, 1863, reached the slaves of Texas; and

WHEREAS, learning of their freedom, June 19, 1865 became the true Independence Day for African-Americans in the United States. The slaves immediately left the plantations, congregated in the cities, and began celebrating their freedom by praying, feasting, dancing, and singing; and

WHEREAS, this day was named “Juneteenth Day”, representing the joys of freedom and new beginnings, commemorating the end of slavery in the United States by celebration of liberty, educating the community about the heritage, and promoting positive cultural interaction; and

WHEREAS, The 26th Annual Lansing Celebration of Juneteenth and the 15th year recognition of “Juneteenth Day” as a State of Michigan holiday events begin at the Lansing City Hall Lobby on Thursday, June 13, 2019 and the Juneteenth Freedom Festival will continue at St. Joseph Park in Lansing on Friday, June 14, 2019 and Saturday, June 15, 2019; and

WHEREAS, a special feature at this year’s event is the African American Parade, in memory of its founder, the late Rev. Dr. Michael C Murphy, held the morning of Saturday, June 15, 2019.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, recognizes the 26th Annual Lansing Celebration of Juneteenth and the 15th year recognition of the State of Michigan Juneteenth holiday. We extend our appreciation to the Juneteenth Committee for all of their work in continuing the founding theme, “Juneteenth, Where the Reunion Begins.” We wish you much success!

BY THE COMMITTEE OF DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

SLU-1-2019

Church in the "F" Commercial District
900 Southland Avenue, Suite 918

WHEREAS, Holiday Park/Durga Property Holdings, Inc. has requested a Special Land Use permit to allow a church at 900 Southland Avenue, Suite 918; and

WHEREAS, churches are permitted in the "F" Commercial district, which is the zoning designation of the subject property, if a Special Land Use permit is approved by the Lansing City Council; and

WHEREAS, a review was completed by staff evaluating the character, location and impact of the proposal on the surrounding area, the environment and public services as well as its consistency with the existing zoning and land use patterns in the area and with the objectives of the Design Lansing Comprehensive Plan; and

WHEREAS, the Planning Board held a public hearing on April 2, 2019, at which the applicant's representative and the pastor of the proposed church spoke in favor of the request and no other comments were received; and

WHEREAS, the Planning Board, at its regular meeting held on April 2, 2019, voted (4-0) to recommend approval of SLU-1-2019, a Special Land Use permit to allow a church at 900 Southland Avenue, Suite 918 with the condition that the church agrees, in writing, that it will not object to the issuance of liquor license within 500 feet of its location; and

WHEREAS, the City Council held a public hearing regarding SLU-1-2019 on _____ 2019; and

WHEREAS, the Committee on Development and Planning has reviewed the report and recommendation of the Planning Board and concurs therewith; and

NOW THEREFORE BE IT RESOLVED that the Lansing City Council hereby approves SLU-1-2019, a Special Land Use permit to allow a church at 900 Southland Avenue, Suite 918 with the condition that the church agrees, in writing, that it will not object to the issuance of liquor license within 500 feet of its location.

BE IT FURTHER RESOLVED that this Special Land Use permit shall remain in effect only so long as the petitioner fully complies with this resolution, and if the petitioner fails to comply, the Special Land Use permit may be terminated by City Council Resolution.

BE IT FINALLY RESOLVED that in granting this request, the City Council determines the following:

1. The proposed church is compatible with the essential character of the surrounding area, as designed.
2. The proposed church will not change the essential character of the surrounding area.
3. The proposed church will not interfere with the general enjoyment of adjacent properties.
4. The proposed church will not impact adjacent properties as it will not be detrimental to the use or character of the property under consideration.
5. The proposed church will not impact the health, safety and welfare of persons or property in the surrounding area.
6. The proposed church can be adequately served by essential public facilities and services.
7. The proposed church will not place any demands on public services and facilities in excess of current capacities.
8. The proposed church is consistent with the intent and purposes of the Zoning Code and the Design Lansing Master Plan.
9. The proposed church will comply with the requirements of the "F" Commercial District.

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:

Great Lakes Fireworks for a public display of fireworks in the City of Lansing at 601 Leshar Pl, Lansing, MI 48912 to be held on July 4, 2019 with a rain date of July 5, 2019.

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

WHEREAS, Friends of Lansing Historic Cemeteries and ENO requested \$1,000.00 to defray costs for engraved markers for Boys Training School burial sites in Mt. Hope Cemetery; and

WHEREAS, the maximum total amount of Community Funding Account to be awarded to an organization in one fiscal year is \$500.00; and

WHEREAS, the Committee on General Services met on June 10, 2019, reviewed the request and approved \$_____.

THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby approves an allocation from Community Funding Account to Friends of Lansing Historic Cemeteries and ENO in the amount of \$_____ to defray costs associated burial markers in Mt. Hope Cemetery for Boys Training School burials.

BE IT FURTHER RESOLVED that the Mayor and the Finance Department shall process this request by charging \$_____ to the Council Community Promotion Account – 101.112101.741289.0.

BE IT RESOLVED that Friends of Lansing Historic Cemeteries and ENO shall submit a written analysis of the event, including information regarding the number of attendees, a detailed account as to contributors, funds received, expended and residual funds to the Lansing City Council within 60 days after the event.

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

WHEREAS, Jeffrey R. Anzaldua sought to eliminate a special assessment of \$4,172.00 for trash removal fees, and all associated penalties and interest, on the property tax bill for 1737 Robertson Street (Tax ID #33-01-01-08-201-531); and

WHEREAS, upon filing a claim to the Committee on General Services, the Committee met on June 10, 2019 and denied the claim in the amount of \$_____.

THEREFORE, BE IT RESOLVED, the City Council, hereby, denies the claim in the amount of \$_____ for the trash removal fees, and all associated penalties and interest on the property tax bill for 1737 Robertson Street (Tax ID #33-01-01-08-201-531).

BE IT FURTHER RESOLVED, that the City Attorney shall take the appropriate steps to process this claim.

RESOLUTION #

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

WHEREAS, the City of Lansing Department of Public Service will be resurfacing Miller Road from Cedar Street to Aurelius Road and Turner Street from Douglas Avenue to Randolph Street during the 2019 construction season; and

WHEREAS, on Miller Road, for the period of four weeks between July 8, 2019, through August 4, 2019, City of Lansing Public Service Department, has requested a waiver of the noise ordinance on Saturdays from 8:00 AM to 8:00 PM; and

WHEREAS, on Turner Street, for the period of five weeks between July 15, 2019, through August 18, 2019, the City of Lansing Public Service Department, has requested a waiver of the noise ordinance on Saturdays from 8:00 AM to 8:00 PM

WHEREAS, the City of Lansing Public Service Department recommends that the contractor be granted the requested noise waiver in order to keep the project on-schedule and minimize traffic impacts.

NOW THEREFORE BE IT RESOLVED that City Council Approves granting a noise waiver for Capitol Avenue and Mt. Hope Avenue as requested by the City of Lansing Public Service Department.

WHEREAS, Notice of the public meeting was mailed to all residential properties within 500 feet of these projects.

WHEREAS, A public hearing was held on **Monday, June 24, 2018, at 7:00 PM** in the City of Lansing Council Chambers, 124 W. Michigan, in consideration of the request for granting a waiver of the noise ordinance.

WHEREAS, Public Services Committee reviews and concludes with the City of Lansing Public Service Department request for a waiver of the noise ordinance.

XIII.B.3.E

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

WHEREAS, on May 13, 2019 the City Council approved Resolution 2019-157 to set the required public hearing for issuance of a waiver of the noise ordinance on June 10, 2019, to permit MDOT's contractors to work extended hours in the area of Martin Luther King, Jr. Blvd. from Pleasant Grove Road to south of Victor Avenue, from July 5 to November 31, 2019; and

WHEREAS, the applicant Michigan Department of Transportation requested a delay of the hearing for 14 days.

THEREFORE, BE IT RESOLVED the City Council of the City of Lansing will set a new public hearing date of Monday, June 24, 2019, at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan for the purpose of approving and/or opposing the waiver of the noise ordinance for milling and paving operations in the area of M-99/MLK from Pleasant Grove Road north to 550 feet south of Victor Avenue.

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

WHEREAS, the Building Inspector has declared a certain structure at 3005 HERRICK DRIVE, Lansing, MI 48911, Parcel # 33-01-01-30-454-151 and Legal Description: LOT 636 PLEASANT GROVE SUB NO 2 to be an unsafe and dangerous building and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, the Building Inspector red tagged the said structure on 09/01/2017 and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, on 2/28/2019, the Lansing Demolition Board held a special meeting to consider and make a recommendation on whether to declare the structure a dangerous building, as defined in the Housing Law of Michigan (MCLA 125.539) and the Lansing Housing and Premises Code (1460.09) to order the property owner to make safe or demolish the structure; and

WHEREAS, the Code Compliance Office has determined that compliance with the order of the Lansing Demolition Hearing Board officer has not occurred; and

WHEREAS, the Housing Law of Michigan and the Housing and Premises Code require that a hearing be conducted to give the property owner an opportunity to show cause why a dangerous structure should not be demolished or otherwise made safe;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby schedules a show cause hearing for Monday, June 24, 2019 at 7:00 p.m. in the Lansing City Council Chambers, 10th Floor City Hall, 124 W. Michigan, Lansing, Michigan in consideration of the finding and order of the Lansing Demolition Hearing Board Officer regarding the structure at 3005 HERRICK DRIVE, Lansing, MI 48911 to give the owner, or the owner's agent, the opportunity to appear and show cause why the building should not be demolished or otherwise made safe; and to approve, disapprove, or modify the order of the hearing officer to demolish or make safe the subject structure.

BE IT FINALLY RESOLVED that the Lansing City Council requests that the Manager of Code Compliance notify the owner of said property of the opportunity to appear and present testimony at the hearing, as required by law.

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

WHEREAS, the Code Enforcement Officer has declared a certain structure at 410 S FRANCIS AVENUE, Lansing, MI 48912 Parcel # 33-01-01-14-376-091 and Legal Description: LOT 160 SNYDERS SUB to be an unsafe and dangerous building and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, the Code Enforcement Officer red tagged the said structure on 06/02/2018 and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, on 3/28/2019, the Lansing Demolition Board held a special meeting to consider and make a recommendation on whether to declare the structure a dangerous building, as defined in the Housing Law of Michigan (MCLA 125.539) and the Lansing Housing and Premises Code (1460.09) to order the property owner to make safe or demolish the structure; and

WHEREAS, the Code Enforcement Office has determined that compliance with the order of the Lansing Demolition Hearing Board officer has not occurred; and

WHEREAS, the Housing Law of Michigan and the Housing and Premises Code require that a hearing be conducted to give the property owner an opportunity to show cause why a dangerous structure should not be demolished or otherwise made safe;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby schedules a show cause hearing for Monday, June 24, 2019 at 7:00 p.m. in the Lansing City Council Chambers, 10th Floor City Hall, 124 W. Michigan, Lansing, Michigan in consideration of the finding and order of the Lansing Demolition Hearing Board Officer regarding the structure at 410 S. Francis Avenue, Lansing MI, 48912, to give the owner, or the owner's agent, the opportunity to appear and show cause why the building should not be demolished or otherwise made safe; and to approve, disapprove, or modify the order of the hearing officer to demolish or make safe the subject structure.

BE IT FINALLY RESOLVED that the Lansing City Council requests that the Manager of Code Compliance notify the owner of said property of the opportunity to appear and present testimony at the hearing, as required by law.

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

SNOW AND ICE REMOVAL ASSESSMENT ROLL WINTER 2018-19

WHEREAS, pursuant to Chapter 1020.06, Snow and Ice, adopted by this Council, the City Assessor has completed the assessment roll for removal of snow and/or ice adjacent to certain properties within the City, which roll is attached to this resolution and made a part hereof.

WHEREAS, the owners of these properties were given proper notice in accordance with Chapter 1020.06(c)(1) to remove the snow and/or ice from the public sidewalk adjacent to their property.

WHEREAS, the City incurred costs for the removal of snow and/or ice, which it is required to recover in accordance with Chapter 1020.06(c) (2).

WHEREAS, pursuant to Chapter 1020.06, the fees for those costs were adopted by Council.

WHEREAS, those costs incurred between November 1, 2018 and April 30, 2019, by the City total \$11,589.00.

NOW, THEREFORE, BE IT RESOLVED the Lansing City Council will hold a public hearing on Monday, July 8, 2019 at 7:00 PM, in the Council Chambers, to review, prior to confirmation, said assessment roll; and

BE IT FURTHER RESOLVED, that the City Clerk is hereby requested to give due notice of this public hearing as provided by Chapter 1026, Section 1026.06(b) and (c), of the Code of Ordinances by publishing a notice of a public hearing in a daily newspaper of the City, not more than twenty days and not less than ten days before such public hearing. In addition, the Clerk shall give notice of hearings in special assessment proceedings to each owner of, or party in interest in, property to be assessed, whose name appears upon the last local tax assessment records, by first class mail addressed to such owner or party at the address shown on the tax records, at least ten days before the date of such hearing. Said notices shall include the time and place of the hearing; a description of the properties determined by the Director of Public Service to have violated Chapter 1020.06 which are contained in the special assessment roll; where the special assessment roll is on file with the City Clerk and may be examined at the City Clerk's office;

BE IT FURTHER RESOLVED, that any person aggrieved by the assessments as contained in the special assessment roll, or the necessity of the removal of snow and ice, may file a written objection thereto which must be delivered to the City Clerk prior to the close of the hearing, or the person may appear and protest the same at the public hearing in person or by his or her representative; that the appearance and protest or

written protest in the manner described is required if the person desires to appeal the amount of the assessment to the Michigan Tax Tribunal;

BE IT FINALLY RESOLVED, that pursuant to the requirement of 1962 PA 162, as amended, a written appeal of the Special Assessment may be made to the Michigan Tax Tribunal, 611 West Ottawa St., P.O. Box 30232, Lansing, MI 48909; if filed within thirty days after confirmation of the special assessment roll and if the Special Assessment was protested at this hearing.

PARCEL ID	SITE ADDRESS	COST
33010132402181	4504 S M L KING JR BLVD	\$149.00
33010129258111	1124 VICTOR AVE	\$149.00
33010129229251	911 LENORE AVE	\$149.00
33010128203261	2321 FOREST AVE	\$149.00
33010128203271	2325 FOREST AVE	\$219.00
33010128302032	2911 S WASHINGTON AVE	\$429.00
33010128304002	3001 S WASHINGTON AVE	\$359.00
33010128304012	3015 S WASHINGTON AVE	\$499.00
33010115407131	328 CLIFFORD ST	\$219.00
33010115427041	121 ALLEN ST	\$219.00
33010115427051	127 ALLEN ST	\$289.00
33010115427071	133 ALLEN ST	\$289.00
33010120477111	909 SPARROW AVE	\$149.00
33010115431121	322 ALLEN ST	\$149.00
33010115151231	802 E SHIAWASSEE ST 1	\$149.00
33010115431191	300 ALLEN ST 1	\$149.00
33010114307011	305 S CLEMENS AVE	\$149.00
33010115151201	810 E SHIAWASSEE ST	\$149.00
33010117451412	1117 W KALAMAZOO ST 1	\$359.00
33010115481181	518 ALLEN ST	\$219.00
33010115427001	1600 E MICHIGAN AVE	\$219.00
33010115333111	1117 E KALAMAZOO ST	\$219.00
33010109182151	417 PLEASANT ST	\$289.00
33010109179061	418 EDMORE ST	\$149.00
33010108303311	1831 W WILLOW ST	\$149.00
33010106455001	2919 CUMBERLAND RD	\$289.00
33010108481102	716 N M L KING JR BLVD	\$219.00
33010109153031	1411 N CHESTNUT ST	\$149.00
33010108476081	824 N M L KING JR BLVD	\$289.00
33010108352141	813 DURANT ST	\$149.00
33010108255131	1200 W WILLOW ST	\$219.00
33010108428101	1016 N M L KING JR BLVD	\$289.00
33010108402171	1215 W WILLOW ST	\$289.00
33010106452081	2918 CUMBERLAND RD	\$219.00
33010108426081	1134 N M L KING JR BLVD	\$149.00
33010108376201	807 CAWOOD ST	\$219.00
33010106104031	BARDAVILLE ST	\$219.00
33010108176211	1518 W WILLOW ST	\$219.00
33010128126221	2316 FOREST AVE	\$219.00
33010134107002	3500 S PENNSYLVANIA AVE	\$219.00
33010122252122	DAKIN ST	\$149.00
33010122252122	DAKIN ST	\$149.00
33010122255271	1200 BENSCH ST	\$219.00
33010122255002	1201 S HOLMES ST	\$219.00
33010115426321	136 ALLEN ST	\$149.00
33010122253041	1113 DAKIN ST	\$149.00
33010108256131	1307 N M L KING JR BLVD	\$289.00
33010108409292	1021 N M L KING JR BLVD	\$429.00
33010108409241	1001 N M L KING JR BLVD	\$499.00
33010115427051	127 ALLEN ST	\$219.00
33010115151231	802 E SHIAWASSEE ST 1	\$149.00
		\$11,589.00

XIII.B.6.A

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

WHEREAS, the Mayor made the reappointments to various Boards as stated below:

Board of Public Service:

Jason Wilkes as an At-Large Member for a term to expire June 30, 2023; and;

Downtown Lansing Inc. Board:

James Tischler, as a Business Owner for a term to expire June 30, 2023; and

Local Development Finance Authority:

Brian McGrain, City of Lansing Representative for a term to expire June 30, 2023; and

Michigan Ave CIA:

Elaine Barr, for a term to expire June 30, 2023; and

Park Board:

Zoe Ahlstrom, At- Large Member for a term to expire June 30, 2023;

WHEREAS, the Mayor's office has verified that the nominees have been vetted and meet the qualifications as required by the City Charter; and

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointments to various Boards as stated below:

Board of Public Service:

Jason Wilkes as an At-Large Member for a term to expire June 30, 2023.

Downtown Lansing Inc. Board:

James Tischler, as a Business Owner for a term to expire June 30, 2023.

Local Development Finance Authority:

Brian McGrain, City of Lansing Representative for a term to expire June 30, 2023.

Michigan Ave CIA:

Elaine Barr, for a term to expire June 30, 2023.

Park Board:

Zoe Ahlstrom, At- Large Member for a term to expire June 30, 2023.

RESOLUTION #

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

WHEREAS, on June 15, 2018, the City of Lansing received electronic notification from the State of Michigan Department of Environmental Quality that the City of Lansing has received a Scrap Tire Market Development Grant through the supplemental appropriations as described in PA 107 of 2017, part 169, Scrap Tires, of the Natural Resources and Environmental Protection Act, 1994 PA451, as amended (NERPA; and

WHEREAS, the amount awarded is \$283,550; and

WHEREAS, the grant has a \$283,550 match requirement; and

WHEREAS, the funded work must be completed by September 30, 2019 unless an amendment for a time extension is approved; and

WHEREAS, the funds will be used for road infrastructure improvements associated with the resurfacing of Mt. Hope Avenue from Aurelius to the East City limits; and

WHEREAS, the funds for the local match are available in the Major Streets & Major Maintenance Account, and have been previously designated for use in the resurfacing of Mt. Hope Avenue; and

WHEREAS, the Public Service Department is requesting acceptance of the Enhancement Grant; and

WHEREAS, Alex Craigmile, a staff engineer for the Public Service Department, will act as the agent on behalf of the Mt Hope resurfacing project; and

WHEREAS, the Administration and the City Council recognize the importance of innovative funding for road infrastructure improvements within the City of Lansing;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves acceptance of the Scrap Tire grant for the purposes of funding of the Mt. Hope Resurfacing project;

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.

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

WHEREAS, the Lansing Police Department (LPD) submitted a 100% Federally-funded multi-jurisdiction grant application (#2018-H2637-MI-DJ) to the Office of Justice Programs, U.S. Bureau of Justice Assistance for a four-year Justice Assistance Grant (JAG); and

WHEREAS, the LPD JAG application was endorsed by Ingham County, and was accepted by the Bureau of Justice Assistance (award # 2018-DJ-BX-0624); and

WHEREAS, the JAG grant is a cooperative plan with Ingham County; and

WHEREAS, the Bureau of Justice Assistance will award \$117,648.00 to be split \$106,630.00 to the City of Lansing and \$11,018.00 to the County of Ingham; and

WHEREAS, the federal award of \$117,648.00 requires no local match from any of the local agencies; and

WHEREAS, the JAG grant will fund items necessary to increase the law enforcement efficiencies and capabilities of the applicants. The JAG grant will introduce new technology and equipment, which is needed to advance the state of technology at the Lansing Police Department (\$106,630.00) and technology / equipment for the Ingham County Sheriff's Office (\$11,018.00);

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the multi-agency 2017 Justice Assistance Grant in the total amount of \$117,648.00 (requiring no local match) for the grant period beginning October 1, 2018 and ending September 30, 2021; and

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.

INTRODUCTION OF ORDINANCE

Council Member Washington introduced:

An ordinance of the City of Lansing, Michigan, to amend the Lansing codified Ordinances by Amending Chapter 1615, sections 1615.02 and 1615.06 to provide for the regulation of the days and times permitting the unlicensed ignition, discharge and use of consumer fireworks and the penalties for violation of the regulations; and to conform the regulations and penalties to the requirements of Michigan 2018 P.A. 635 regarding local government ordinances.

The Ordinance is referred to the Committee on General Services

RESOLUTION SETTING PUBLIC HEARING BY CITY COUNCIL

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, June 24, 2019 at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of Amending Chapter 1615, sections 1615.02 and 1615.06 to provide for the regulation of the days and times permitting the unlicensed ignition, discharge and use of consumer fireworks and the penalties for violation of the regulations; and to conform the regulations and penalties to the requirements of Michigan 2018 P.A. 635 regarding local government ordinances.

Interested Persons are invited to attend this Public Hearing

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND THE
LANSING CODIFIED ORDINANCES BY AMENDING CHAPTER 1615, SECTIONS
1615.02 AND 1615.06 TO PROVIDE FOR THE REGULATION OF THE DAYS AND
TIMES PERMITTING THE UNLICENSED IGNITION, DISCHARGE AND USE OF
CONSUMER FIREWORKS AND THE PENALTIES FOR VIOLATION OF THE
REGULATIONS; AND TO CONFORM THE REGULATIONS AND PENALTIES TO THE
REQUIREMENTS OF MICHIGAN 2018 P.A. 635 REGARDING LOCAL GOVERNMENT
ORDINANCES.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 1615, Sections 1615.02 and 1615.06, of the Codified Ordinances
of the City of Lansing, Michigan, be and is hereby amended to read as follows:

1615.02. - Prohibitions

(a) Fireworks shall not be manufactured in the City.

~~(b) Consumer fireworks shall not be used in the City without a license~~ NO PERSON
SHALL IGNITE, DISCHARGE, OR USE CONSUMER FIREWORKS IN THE CITY
WITHOUT A LICENSE, EXCEPT: AFTER 11:00 A.M. ON THE FOLLOWING DAYS AND
IN COMPLIANCE WITH 2018 PUBLIC ACT 635, BEING MCL 28.457:

(1) ~~On any day except the day preceding, day of, or day after a national holiday~~
DECEMBER 31 UNTIL 1 A.M. ON JANUARY 1.

(2) ~~Between the hours of 12:00 midnight and 8:00 a.m. on the day preceeding, day of, or~~
~~day after a national holiday, or between the hours of 1:00 a.m. and 8:00 a.m. on New Year's Day~~

THE SATURDAY AND SUNDAY IMMEDIATELY PRECEDING MEMORIAL DAY UNTIL 11:45 P.M. ON EACH OF THOSE DAYS.

(3) JUNE 29 TO JULY 4 UNTIL 11:45 P.M. ON EACH OF THOSE DAYS.

(4) JULY 5, IF THAT DATE IS A FRIDAY OR SATURDAY, UNTIL 11:45 P.M.

(5) THE SATURDAY AND SUNDAY IMMEDIATELY PRECEDING LABOR DAY UNTIL 11:45 P.M. ON EACH OF THOSE DAYS.

1615.06. – Penalty

Unless otherwise provided by law, any person who violates any provision of this Chapter or a provision of any license issued under this Chapter is responsible for a municipal civil infraction and subject to a fine not exceeding \$500.00, plus costs of prosecution for each violation, EXCEPT ANY PERSON WHO VIOLATES SUBSECTION 1615.02(B) SHALL BE SUBJECT TO A FINE OF \$1,000, FOR EACH VIOLATION, AND FROM THE FINE COLLECTED, \$500.00 SHALL BE REMITTED TO THE LANSING POLICE DEPARTMENT BUDGET FOR ENFORCING THE ORDINANCE.

Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions are 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 and shall expire May 21, 2029.

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PASSAGE OF ORDINANCE

An Ordinance of the City of Lansing, Michigan, Providing for the Rezoning of a parcel of real property located in the City of Lansing, Michigan and for the revision of the district maps adopted by section 1246.02 of the Code of Ordinances.

Z-8-2018; 5400 S. Cedar Street, Rezoning from “F” Commercial & “J” Parking Districts to “G-2” Wholesale District

Is read a second time by its title. The Ordinance was reported from the Committee on Development & Planning and is on the order of immediate passage.

COUNCIL MEMBER	YEAS	NAYS
DUNBAR	☐	☐
GARZA	☐	☐
HUSSAIN	☐	☐
JACKSON	☐	☐
SPADAFORE	☐	☐
SPITZLEY	☐	☐
WASHINGTON	☐	☐
WOOD	☐	☐

☐ ADOPTED

☐ FAILED

ORDINANCE # _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, PROVIDING FOR THE REZONING OF A PARCEL OF REAL PROPERTY LOCATED IN THE CITY OF LANSING, MICHIGAN AND FOR THE REVISION OF THE DISTRICT MAPS ADOPTED BY SECTION 1246.02 OF THE CODE OF ORDINANCES.

The City of Lansing ordains:

Section 1. That the district maps adopted by and incorporated as Section 1246.02 of the Code of Ordinances of the City of Lansing, Michigan be amended to provide as follows:

To change the zoning classification of the property described as follows:

Case Number: Z-8-2018

Parcel Number's: 33-01-05-04-202-021

Address: 5400 S. Cedar Street

Legal Descriptions: Commencing 7 feet West of the Southeast Corner of Lot 7, Jolly-Cedar Plaza, Thence South 501.78 feet to the North line of the Consumers Power right-of-way, West 913.64 feet, North 600 feet, East 405.33 feet, South 98.07 feet, East 506.14 feet to the point of beginning; Section 4, T3N R2W, from "F" Commercial & "J" Parking Districts to "G-2" Wholesale District.

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

Section 3. This ordinance was duly adopted by the Lansing City Council on _____, 2019, and a copy is available in the office of the Lansing City Clerk, 9th Floor, City Hall, 124 W. Michigan Avenue, Lansing, MI 48933.

Section 4. This ordinance shall take effect on the 30th day after enactment.



Chris Swope
Lansing City Clerk

June 7, 2019

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

Lansing Board of Water and Light	03/29/2019
Board of Ethics	04/09/2019
Medical Marijuana Commission Meeting	05/17/2019
Board of Police Commissioners	05/21/2019

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,

A handwritten signature in cursive script that reads "Chris Swope".

Chris Swope, CMC, CMMC
Lansing City Clerk

Lansing City Clerk's Office
Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695
517-483-4131 517-377-0068 FAX

clerk@lansingmi.gov



Chris Swope
Lansing City Clerk

June 7, 2019

City Council President and Lansing City Councilmembers
10th Floor City Hall
Lansing, MI 48933

Dear President and Councilmembers:

Pursuant to Article 5, Chapter 2, Section 5-203.6 of the Lansing City Charter, on September 28, 2015 my office received and placed on file:

Lansing Board of Water and Light Fiscal Year 2020 Budget

Lansing Board of Water & Light Capital Forecast for Fiscal Years 2020-2025

This document is available for review at the office of the City Clerk and on the City Clerk's website (www.lansingmi.gov/clerk).

Sincerely,

A handwritten signature in black ink that reads "Chris Swope".

Chris Swope, CMC
Lansing City Clerk



Lansing Board of Water and Light
P.O. Box 13007
1201 S. Washington Ave.
Lansing, MI 48912

Electronic Delivery

June 5, 2019

Chris Swope, City Clerk
City of Lansing
124 W. Michigan Avenue, 9th Floor
Lansing, MI 48933

RE: Budget for Fiscal Year Ending June 30, 2020
Capital Forecast for Fiscal Years 2020-2025

Dear Mr. Swope:

In accordance with provisions of the Lansing City Charter, Article 5, Chapter 2, Section 5-203.5, and Section 5-203.6, a copy of the Lansing Board of Water and Light Budget for Fiscal Year ending June 30, 2020, and a copy of the Lansing Board of Water and Light Capital Improvement Plan for Fiscal Years 2020-2025 are attached for filing with your office.

The Board of Commissioners adopted the Budget and accepted the Capital Forecast for Fiscal Years 2020-2025 at a regular board meeting held May 28, 2019.

Respectfully submitted,

M. Denise Griffin
Corporate Secretary

PDF Attachment

Electronic Copy:

Dick Peffley, General Manager
Heather Shawa, Chief Financial Officer
Andy Schor, Mayor City of Lansing, MI
LBWL Commissioners
Lansing City Council President, Carol Wood, and Councilmembers

FY 2020 Income Statement by Utility

FY 2020 Income Statement	Electric	Water	Steam	Chilled Water	Total
Sales (MWh, ccf, Mlb, ton-hrs)	2,623,854,679	8,498,645	701,802	10,864	
Operating Revenue					
Residential	\$ 97,146,288	\$ 18,150,532	\$ 17,565	\$ -	\$ 115,314,385
Commercial	\$ 159,445,743	\$ 15,528,362	\$ 8,472,581	\$ 6,295,907	\$ 189,742,593
Industrial	\$ 44,654,998	\$ 2,116,928	\$ 3,174,091	\$ -	\$ 49,946,018
Wholesale	\$ 19,989,327	\$ 3,733,611	\$ -	\$ -	\$ 23,722,939
Other	\$ 13,136,138	\$ 6,844,898	\$ 1,407,320	\$ -	\$ 21,388,356
Total Operating Revenue	\$ 334,372,495	\$ 46,374,332	\$ 13,071,557	\$ 6,295,907	\$ 400,114,291
Operating Expenses					
Fuel and Purchased Power	\$ (118,817,397)	\$ (5,516,336)	\$ (3,666,562)	\$ -	\$ (128,000,295)
Depreciation	\$ (35,987,342)	\$ (7,866,012)	\$ (3,078,557)	\$ (1,529,719)	\$ (48,461,630)
Other Operating Expenses	\$ (113,234,869)	\$ (32,564,689)	\$ (5,292,196)	\$ (4,245,509)	\$ (155,337,263)
Total Operating Expenses	\$ (268,039,608)	\$ (45,947,037)	\$ (12,037,315)	\$ (5,775,228)	\$ (331,799,187)
Total Operating Income	\$ 66,332,887	\$ 427,295	\$ 1,034,243	\$ 520,679	\$ 68,315,103
Non Operating Income/(Expenses)					
Return on Equity to City	\$ (19,811,394)	\$ (2,741,207)	\$ (779,265)	\$ (377,754)	\$ (23,709,620)
Interest Expense	\$ (25,070,972)	\$ (3,083,546)	\$ (2,476,931)	\$ (898,324)	\$ (31,529,773)
Other Non Operating Income/(Expenses)	\$ 3,736,828	\$ 1,311,591	\$ 110,485	\$ 147,958	\$ 5,306,862
Total Non Operating Income/(Expenses)	\$ (41,145,538)	\$ (4,513,162)	\$ (3,145,711)	\$ (1,128,120)	\$ (49,932,531)
Total Net Income/(Loss)	\$ 25,187,350	\$ (4,085,867)	\$ (2,111,469)	\$ (607,442)	\$ 18,382,572
Approved Rate Increase - Effective 02/01/2020	3.0%	7.5%	7.5%	0.0%	
Return on Assets	6.42%	-0.71%	0.24%	0.68%	2.73%
Target Return on Assets	4.66%	4.66%	4.66%	4.66%	4.66%

FY 2020 Consolidated Cash Flow

Consolidated Cash Flow	FY 2020
Beginning Cash (O&M & Receiving Fund)	\$ 72,000,000
Net Income	\$ 18,382,572
Depreciation and Loss on Disposal of Assets	\$ 49,875,575
DB and VEBA	\$ (826,062)
Borrowing	\$ -
Withdrawal from / (Deposit to) Reserve for Future Construction	\$ (10,500,000)
Commodity Cost Adjustment	\$ (12,609,795)
Withdrawal from Bond Construction	\$ 271,701,998
Environmental	\$ 807,262
Gas Pipeline Payments (Refundable) / Refunded	\$ (17,840,000)
Total Sources of Cash	\$ 298,991,551
Principal Payments on Bonds	\$ (7,145,000)
Principal Payments on Other Debt (CSO)	\$ (657,988)
Capital Expenditures (Excluding Delta Energy Park)	\$ (58,760,214)
Capital Expenditures for Delta Energy Park (Excluding Gas Pipeline)	\$ (207,098,523)
Gas Pipeline Payments (Non-Refundable)	\$ (11,280,000)
REP/EWR	\$ (1,844,452)
Bond Construction & Designated Fund Income & Deposit	\$ (4,156,653)
Total Uses of Cash	\$ (290,942,829)
Net Cash Increase (Decrease)	\$ 8,048,721
Ending Cash (O&M & Receiving Fund)	\$ 80,048,721
Days Cash on Hand	178
Minimum Cash Reserve Requirement	154

FY 2020 Capital Budget Summary

Capital Budget Summary		FY 2020
Utility		
Electric	\$	24,757,558
Water	\$	8,029,882
Steam	\$	2,999,923
Chilled Water	\$	450,465
Common	\$	22,522,386
Capital Budget Excluding Delta Energy Park	\$	58,760,214
Delta Energy Park	\$	236,218,523
Total Capital Budget	\$	294,978,737
Location		
Eckert	\$	148,000
Erickson	\$	1,236,546
REO Plant	\$	280,000
T&D	\$	25,702,562
Dye/Cedar	\$	2,553,882
Chiller Plant	\$	562,000
Moore's Park (Hydro)	\$	1,308,968
Delta Energy Park	\$	236,218,523
Other	\$	26,968,256
Total Capital Budget	\$	294,978,737

FY 2020-2025 Capital Improvement Plan

6-Year Capital by Utility and Location	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Forecast Total
Utility							
Electric	\$ 24,757,558	\$ 31,534,214	\$ 38,425,296	\$ 40,760,462	\$ 57,849,391	\$ 34,549,191	\$ 227,876,112
Water	\$ 8,029,882	\$ 9,368,948	\$ 9,569,600	\$ 10,293,900	\$ 10,991,800	\$ 9,828,000	\$ 58,082,130
Steam	\$ 2,999,923	\$ 3,268,850	\$ 2,941,103	\$ 2,970,861	\$ 3,071,917	\$ 3,451,267	\$ 18,703,921
Chilled Water	\$ 450,465	\$ 10,706	\$ 10,952	\$ 1,772,801	\$ 2,412,011	\$ 11,500	\$ 4,668,435
Common	\$ 22,522,386	\$ 18,659,502	\$ 6,912,922	\$ 4,206,022	\$ 4,247,331	\$ 8,289,590	\$ 64,837,753
Capital Budget Excluding Delta Energy Park	\$ 58,760,214	\$ 62,842,220	\$ 57,859,873	\$ 60,004,046	\$ 78,572,450	\$ 56,129,548	\$ 374,168,351
Delta Energy Park	\$ 236,218,523	\$ 77,533,731	\$ -	\$ -	\$ -	\$ -	\$ 313,752,254
Total Capital Budget	\$ 294,978,737	\$ 140,375,951	\$ 57,859,873	\$ 60,004,046	\$ 78,572,450	\$ 56,129,548	\$ 687,920,605
Location							
Eckert	\$ 148,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,000
Erickson	\$ 1,236,546	\$ 618,047	\$ 31,761	\$ 32,492	\$ 33,239	\$ 33,239	\$ 1,985,324
REO Plant	\$ 280,000	\$ -	\$ -	\$ -	\$ 6,000,000	\$ 6,000,000	\$ 12,280,000
T&D	\$ 25,702,562	\$ 35,077,123	\$ 46,509,190	\$ 50,783,035	\$ 62,869,273	\$ 38,748,719	\$ 259,689,902
Dye/Cedar	\$ 2,553,882	\$ 3,288,948	\$ 3,004,600	\$ 3,220,900	\$ 3,021,800	\$ 3,058,000	\$ 18,148,130
Chiller Plant	\$ 562,000	\$ -	\$ -	\$ 1,761,597	\$ 2,400,807	\$ -	\$ 4,724,404
Moore's Park (Hydro)	\$ 1,308,968	\$ 1,098,600	\$ 901,400	\$ -	\$ -	\$ -	\$ 3,308,968
Delta Energy Park	\$ 236,218,523	\$ 77,533,731	\$ -	\$ -	\$ -	\$ -	\$ 313,752,254
Other	\$ 26,968,256	\$ 22,759,502	\$ 7,412,922	\$ 4,206,022	\$ 4,247,331	\$ 8,289,590	\$ 73,883,623
Total Capital Budget	\$ 294,978,737	\$ 140,375,951	\$ 57,859,873	\$ 60,004,046	\$ 78,572,450	\$ 56,129,548	\$ 687,920,605

ORDINANCE # _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, PROVIDING FOR THE REZONING OF A PARCEL OF REAL PROPERTY LOCATED IN THE CITY OF LANSING, MICHIGAN AND FOR THE REVISION OF THE DISTRICT MAPS ADOPTED BY SECTION 1246.02 OF THE CODE OF ORDINANCES.

The City of Lansing ordains:

Section 1. That the district maps adopted by and incorporated as Section 1246.02 of the Code of Ordinances of the City of Lansing, Michigan be amended to provide as follows:

To change the zoning classification of the properties described as follows:

Parcel Number: 23-50-40-36-400-236
Address: 11907 Jolly Highway
Legal Descriptions: Commencing 433 Feet West of the Southeast Corner of Section 36; West 147.8 Feet; North 825 Feet; East 147.8 Feet; South 825 Feet to the point of beginning, Section 36, T4N, R3W to the "A" Residential District.

Parcel Number: 23-50-40-36-400-250
Address: 4820 S. Waverly Road
Legal Descriptions: Commencing 750 Feet North of the Southeast corner of Section 36; West 211.2 Feet; North 75 Feet; East 211.2 Feet; South 75 Feet to the point of beginning, Section 36, T4N, R3W from "F" Commercial district to "E-2" Local Shopping District.

Parcel Number: 23-50-40-36-400-260
Address: 4848 S. Waverly Road
Legal Descriptions: Commencing 625 Feet North of the Southeast corner of Section 36; West 211.2 Feet; North 125 Feet; East 211.2 Feet; South 125 Feet to the point of beginning, Section 36, T4N, R3W from "F" Commercial district to "E-2" Local Shopping District.

Parcel Number: 23-50-40-36-400-270
Address: 4880 S. Waverly Road
Legal Descriptions: Commencing 475 Feet North of the Southeast corner of Section 36; North 150 Feet, West 211.2 Feet; North 200 Feet, West 221.8 Feet, South 350 Feet, East 433 Feet to the point of beginning, Section 36, T4N, R3W from "F" Commercial district to "E-2" Local Shopping District.

Parcel Number: 23-50-40-36-400-297
Address: 4902 S. Waverly Road
Legal Descriptions: Commencing 300 Feet North of the Southeast corner of Section 36; North 175 Feet, West 433 Feet; South 175 Feet, East 433 Feet to the point of beginning, Section 36, T4N, R3W from "F" Commercial district to "E-2" Local Shopping District.

Parcel Number: 23-50-40-36-400-300
Address: 5030 S. Waverly Road
Legal Descriptions: Commencing on the East Section line 241.5 Feet North of the Southeast corner of Section 36; North 58.5 Feet, West 433 Feet; South 58.5 Feet, East 433 Feet to the point of beginning, Section 36, T4N, R3W from "F" Commercial district to "E-2" Local Shopping District.

Parcel Number: 23-50-40-36-400-310
Address: 5050 S. Waverly Road
Legal Descriptions: Commencing on the East Section line 183 Feet North of the Southeast corner of Section 36; North 58.5 Feet, West 433 Feet; South 58.5 Feet, East 433 Feet to the point of beginning, Section 36, T4N, R3W from "F" Commercial district to "E-2" Local Shopping District.

Parcel Number: 23-50-40-36-400-320
Address: 5058 S. Waverly Road
Legal Descriptions: Commencing at the Southeast corner of Section 36, West 433 Feet; North 183 Feet, East 433 Feet, South 183 Feet to the point of beginning, Section 36, T4N, R3W from "F" Commercial district to "E-2" Local Shopping District.

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

Section 3. This ordinance was duly adopted by the Lansing City Council on _____, 2019, and a copy is available in the office of the Lansing City Clerk, 9th Floor, City Hall, 124 W. Michigan Avenue, Lansing, MI 48933.

Section 4. This ordinance shall take effect on the 30th day after enactment.

**Department of Economic
Development and Planning**
Brian McGrain, Director



Andy Schor, Mayor

Planning and Zoning Office
316 N. Capitol Avenue, Suite D-1
Lansing, Michigan 48933
PH: 517.483.4060 – FAX: 517.483.6036
www.lansingmi.gov

May 17, 2019

The Planning Board voted unanimously to recommend “A” Residential zoning for the property at 11097 Jolly Highway and “E-2” Local Shopping District zoning for the properties at 4820, 4848, 4880, 4902, 5030, 5050 & 5058 S. Waverly Road.

Zoning of Annexed Properties

11097 Jolly Hwy. & 4820, 4848, 4880, 4902, 5030, 5050 & 5058 S. Waverly Road

Location & Use

On November 6, 2018, 8 contiguous parcels of land located at the northwest corner of S. Waverly Road & Jolly Highway were annexed into the City of Lansing from Delta Township. There is a single family residential dwelling on the property at 11907 Jolly Highway. The other 7 parcels, all of which have frontage on S. Waverly Road, are being used for various commercial purposes as follows:

4820 S. Waverly Road: Quicky convenience store
4848 S. Waverly Road: Vacant multi-tenant commercial building
4880 S. Waverly Road: Vacant commercial building
4902 S. Waverly Road: Vacant restaurant building
5030 S. Waverly Road: Savemore Meat & Dairy Market
5050 S. Waverly Road: Vacant commercial building
5058 S. Waverly Road: Family Dollar retail store

Zoning Ordinance Provisions

Section 1246.03 of the City of Lansing Zoning Ordinance describes the procedures for zoning land that has been annexed into the City:

- (a) All territory which is annexed to the City shall be given an interim zoning by the Planning Division with a district enumerated in Section 1246.01, which most closely resembles the zoning which the territory maintained prior to annexation. Such interim zoning shall only be in effect until the rezoning pursuant to subsection (b) hereof is completed.
- (b) The Planning Board shall, within 180 days after the territory is annexed, and pursuant to the procedures described in Section 1240.04, review and recommend to Council the appropriate zoning of the territory, with consideration being given to the existing land use and the land use policies of the Comprehensive Plan. This section shall not preclude a person from at any time seeking a boundary amendment pursuant to Section 1240.04.

All of the above-referenced properties were zoned commercial under the Delta Township Zoning Ordinance except for 11907 Jolly Highway which was zoned “Very Low Density Residential”. Pursuant to paragraph (a) above, the interim zoning for 11907 Jolly Highway is “A” Residential. The other 7 parcels have an interim zoning classification of “F” Commercial. These are the zoning designations in the City that most closely match the zoning that the subject properties had when they were located in Delta Township.

Master Plan Designation

The City of Lansing Master Plan designates the Jolly/Waverly intersection for “Neighborhood Mixed-Use Center” land use. The Plan describes the purpose of this designation as:

“To encourage the location of convenience retail and services within walking distance of neighborhoods.”

The Plan lists the following as typical uses for this designation:

“Retail, personal services, office, live-work and residential. Automobile-oriented uses not permitted.”

The City’s Master Plan is not parcel specific and does not cover the entire area that was annexed into the City as it was in Delta Township at the time that the Plan was written. Based on the future land use map pattern for the area, however, it appears that the intent is to designate the commercial properties at or near the Jolly/Waverly intersection for Neighborhood Mixed-Use Center land use but not to extend this designation/future land use into the adjoining residential areas.

Zoning Designations

The interim zoning designation of “A” Residential for the single family residential property at 11907 Jolly Highway is appropriate and should be made permanent. The property contains a single family residential dwelling which is a use that is permitted by right in the “A” Residential zoning district.

The interim zoning of the commercial properties is “F” Commercial as that is the zoning designation that most closely matches the zoning of the properties when they were in Delta Township. As depicted on the attached zoning map, the properties at the southeast and southwest corners of the Jolly/Waverly intersection are zoned “F”

Commercial. The property at the northeast corner of the intersection is zoned “E-2” Local Shopping district. The Zoning Ordinance describes the intent of the 2 zoning districts as follows:

“E-2” Local Shopping District: “The intent of the E-2 Local Shopping District is to provide convenience retail stores.”

“F” Commercial District: “The intent of the F and F-1 Commercial Districts is to allow general retail commercial uses.”

The “E-2” zoning district permits “convenience” retail stores which are the type of stores that draw their customer base from a relatively small geographic area surrounding the business. The “F” Commercial district, by contrast, permits uses such as vehicles sales, theaters, medical marijuana dispensaries, motels/hotels and “comparison” retail stores that draw their customer base from a much larger geographic area. A Rite Aid pharmacy, for example, is a “convenience” retail store whereas, a Target store is a comparison retail store. It is unlikely that someone would travel from north Lansing to shop at a Rite Aid pharmacy on S. Waverly Road as there would be a more convenient pharmacy located much closer to the customer’s location of origin. It is likely, however, that someone would travel from north Lansing to visit the Target store on Edgewood Blvd. as one can obtain merchandise from Target that are not necessarily available from stores closer to their location of origin. All of the existing businesses located within the annexed area would be permitted by right in the “F” Commercial district and since they are all “convenience” type uses, they would also be permitted by right in the “E-2” Local Shopping district.

Based on the following findings, the “A” Residential zoning, which is the interim zoning designation, is the most appropriate zoning for the property at 11907 Jolly Highway:

- * The “A” Residential zoning is consistent with the “very low density residential” zoning designation that the property had while it was located in Delta Township.
- * The subject property contains a single family residential dwelling which is a use that is permitted by right in the “A” Residential zoning district and therefore, the use will conform to the zoning district in which it will be located.

The two zoning designations that merit consideration by the Planning Board for the zoning of the properties at 4820, 4848, 4880, 4902, 5030, 5050 & 5058 S. Waverly Road are the “E-2” Local Shopping district and the “F” Commercial district. The following findings are offered for the Board to take under advisement in making its recommendation to the City Council on the zoning of these properties:

- * The “F” Commercial district has been assigned as the interim zoning designation of the properties as it is the zoning that most closely matches the zoning that the properties had in Delta Township prior to annexation into the City.
- * The uses currently located on the subject properties are permitted by right in both the “F” Commercial & the “E-2” Local Shopping districts and thus, no nonconformities will be created under either zoning designation.
- * The parcel of land at the northeast corner of the Jolly/Waverly intersection is zoned “E-2” Local Shopping district and the properties at the southeast and southwest corners are zoned “F” Commercial. Neither zoning designation for the subject properties will therefore, create a “spot zoning” situation which is typically considered to be an unacceptable planning and zoning practice.
- * The “E-2” Local Shopping district is the most appropriate zoning designation to facilitate the future land use pattern being advanced in the Master Plan for the Jolly/Waverly intersection which is to: “encourage the location of *convenience* retail and services within walking distance of neighborhoods.” The primary distinction between the two zoning districts being offered for consideration is that, in contrast to the “F” Commercial district, the “E-2” Local Shopping is restricted to “convenience” type uses.

E-2 Local Shopping District

⌚ 'D-1' Uses

*Office (civ, prof, relig, charity)**Office (acct, arch, art, atty, doc, dent)**Accessory structure**Insurance agency**Real estate office**Trade association**Public park**Office (non-sales)**Bank/C. U./S&L*

- Convenience store, bar, tav

⌚ Post office

⌚ Public park

⌚ Accessory structure

⌚ Motor vehicle service station

⌚ On-premises sign

⌚ Off-street parking facility

⌚ Temporary structure or use

⌚ Temporary BB or sign

⌚ Planned development

⌚ Gov library/museum

⌚ Clinic

⌚ Non-accessory, free-standing sign

⌚ Church

⌚ Private club

⌚ Gov structure

⌚ Public utility

⌚ Research and development lab

F & F-1 Commercial Districts

⌚ 'D-1' & 'E-2' Uses

*Convenience store, bar, tav**Post office**Public park**Accessory structure**Motor vehicle service station**On-premises sign**Off-street parking facility**Office (civic, etc)**Office (accountant, etc)**Insurance agency**Real estate office**Trade association**Office (non-sales)**Bank/C. U./S&L*

⌚ Comparison retail store

⌚ Private club

⌚ Restaurant, bar, tavern

⌚ Theater/hall

⌚ Hotel/motel

⌚ Temporary structure or use

⌚ Temporary BB or sign

⌚ Planned development

⌚ Gov library/museum

⌚ Clinic

⌚ Non-accessory, free-standing sign

⌚ Hospital

⌚ Animal hospital

⌚ Kennel

⌚ Sales lot (car, equipment, etc)

⌚ DM-3 residential uses

⌚ Child Care Facility (13+)

⌚ Functional family

⌚ Church

⌚ Gov structure

⌚ Public utility

⌚ Drive-in theater

⌚ Trailer camp

⌚ Research and development lab

Land Uses By District Page 6

This list is not a substitute for the Zoning Code. These uses are abbreviated for reference only. Consult the Lansing Zoning Code for the complete text, including definitions and regulations at www.cityoflansingmi.com

RIGHT**SPECIAL CONDITIONS****S.L.U.****G-2 Wholesale District**

⌘ 'F' Uses

*Convenience store, bar, tav**Post office**Public park**Accessory structure**Motor vehicle service station**On-premises sign**Off-street parking facility**Office (civic, etc)**Office (accountant, etc)**Insurance agency**Real estate office**Trade association**Office (non-sales)**Bank/C.U./S&L**Comparison retail store**Private club**Restaurant, bar, tavern**Theater/hall**Hotel/motel*

⌘ Storage warehouse

⌘ Wholesale business

⌘ Public garage

⌘ Temporary structure or use

⌘ Temporary BB or sign

⌘ Planned development

⌘ Gov library/museum

⌘ Clinic

⌘ Non-accessory,
free-standing sign

⌘ Animal hospital

⌘ Kennel

⌘ Sales lot (car, equipment,
etc)

⌘ Motor vehicle repair shop

⌘ Educational facility

⌘ Child Care Facility (13+)

⌘ Church

⌘ Gov structure

⌘ Public utility

⌘ Drive-in theater

⌘ Trailer camp

RIGHT**SPECIAL CONDITIONS****S.L.U.****H Light Industrial District**

⌚ 'G-2' Uses

*Convenience store, bar, tav**Post office**Public park**Accessory structure**Motor vehicle service station**On-premises sign**Off-street parking facility**Office (civic, etc)**Office (accountant, etc)**Insurance agency**Real estate office**Trade association**Office (non-sales)**Bank/C. U./S&L**Comparison retail store**Private club**Restaurant, bar, tavern**Theater/hall**Storage warehouse**Wholesale business**Public garage*

• Manufacturing

⌚ Railroad/truck terminal

⌚ Public utility facilities

⌚ Oil or gas drilling

⌚ Non-accessory,
free-standing sign

⌚ Outdoor storage or sales

• Contractors' storage

⌚ Temporary structure or use

⌚ Educational facility

⌚ Child Care Facility (13+)
care facility

⌚ Animal Hospital

⌚ Kennel

⌚ Sales lot (car, equipment,
etc)

⌚ Motor vehicle repair station

⌚ Heliport

⌚ Temporary BB or sign

⌚ Gov library/museum

⌚ Planned development

⌚ Clinic

• Gov structure

⌚ Drive-in theater

⌚ Storage yard

⌚ Research and development
lab

⌚ Church

⌚ DM-4 residential uses

⌚ Residential care facility

PREPARED FOR:
Craig DeVogd

DESCRIPTION DIAGRAM
A PART OF THE SOUTHEAST 1/4 OF
SECTION 36, T.4N, R.3W, DELTA
TOWNSHIP, EATON COUNTY, MICHIGAN.

NOTES

1) THIS DRAWING IS NOT A CERTIFIED SURVEY
BUT IS COMPILED FROM EXISTING FIELD SURVEY
DATA. THE DRAWING DOES NOT COMPLY WITH MCL
54.211-54.213.

2) THE DESCRIPTION IS BASED ON RECORD
DESCRIPTIONS AND FIELD OBSERVATIONS OF THE
SECTION CORNER MONUMENTS. NO
MONUMENTATION WAS SET FOR THIS DESCRIPTION.

3) SEE SHEET 2 OF 2 FOR THE DESCRIPTION

4) NOT ALL EASEMENTS OF PUBLIC RECORD MAY
BE SHOWN.

5) NOT ALL IMPROVEMENTS MAY BE SHOWN.

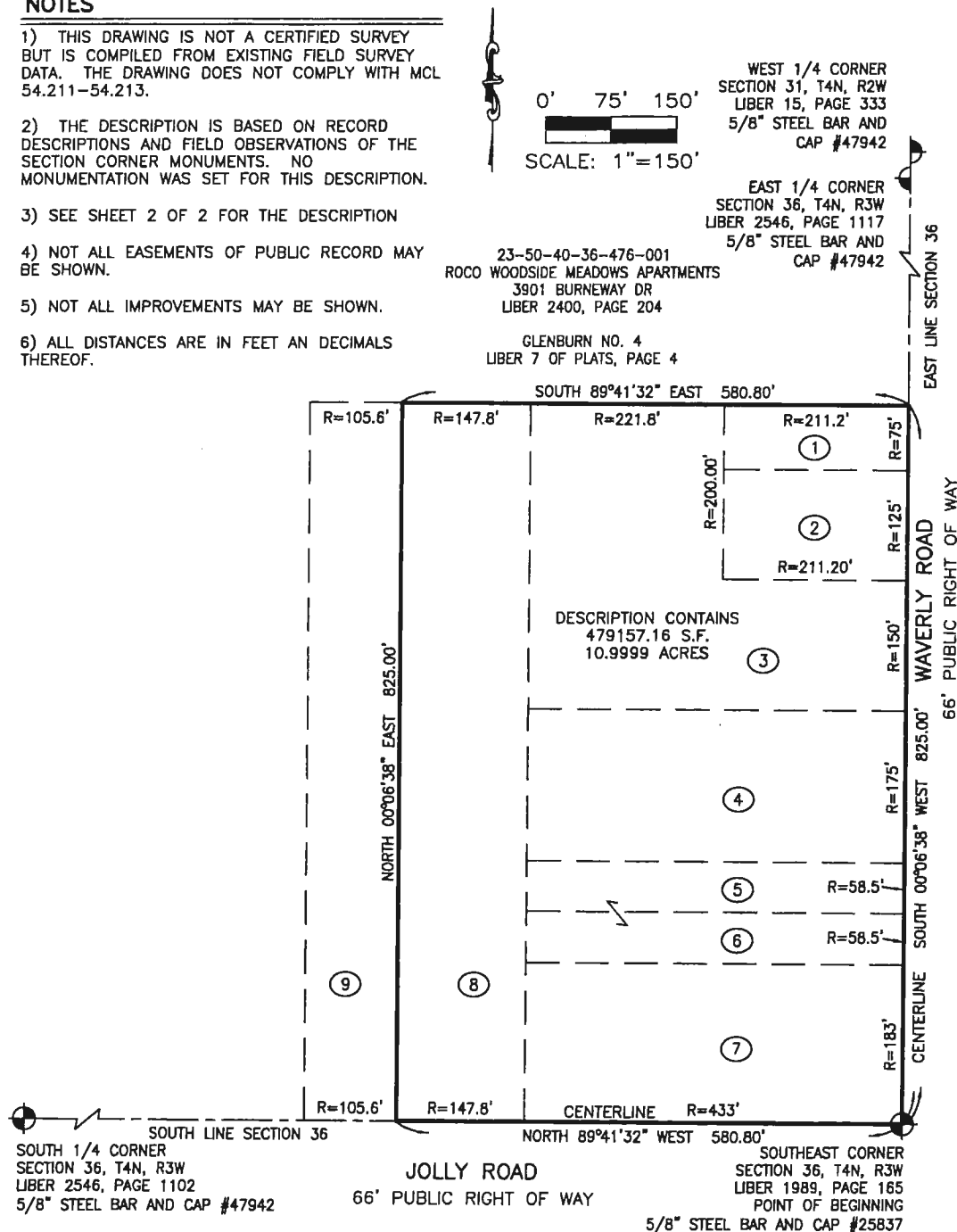
6) ALL DISTANCES ARE IN FEET AND DECIMALS
THEREOF.

23-50-40-36-476-001
ROCO WOODSIDE MEADOWS APARTMENTS
3901 BURNEWAY DR
LIBER 2400, PAGE 204

GLENBURN NO. 4
LIBER 7 OF PLATS, PAGE 4

WEST 1/4 CORNER
SECTION 31, T4N, R2W
LIBER 15, PAGE 333
5/8" STEEL BAR AND
CAP #47942

EAST 1/4 CORNER
SECTION 36, T4N, R3W
LIBER 2546, PAGE 1117
5/8" STEEL BAR AND
CAP #47942



LEGEND:

-  = SECTION CORNER
 = DISTANCE NOT TO SCALE
R = RECORDED

BEARING BASE

BEARINGS ARE BASED ON THE SOUTH LINE
OF SECTION 36 OBSERVED AS BEARING
NORTH 89°41'32" WEST.

GEODETIC DESIGNS INCORPORATED
2300 N. GRAND RIVER AVE.
LANSING, MI 48906
PHONE: (517) 908-0008
FAX: (517) 908-0009
www.geodeticdesigns.com



REVISION DATE: JUNE 4, 2018
FIELD: - DRAWN BY: RW
DATE: APRIL 12, 2018
FILE: S043-2018
SHEET 1 OF 2

PREPARED FOR:
Craig DeVoogd

DESCRIPTION DIAGRAM
A PART OF THE SOUTHEAST 1/4 OF
SECTION 36, T.4N, R.3W, DELTA
TOWNSHIP, EATON COUNTY, MICHIGAN.

DESCRIPTION

A parcel of land situated in the State of Michigan, County of Eaton, Township of Delta (Township 4 North, Range 3 West), Section 36, residing entirely within the Southeast one-quarter of said Section 36, further described as follows:

Beginning at the Southeast corner of Section 36, said point being a steel bar and cap #25837 as recorded in liber 1989, page 165 of corners, Eaton County records;

Thence North 89°41'32" West, 580.80 feet along the south line of Section 36 (said line being a straight line between the said Southeast corner and a steel bar and cap #47942 at the South 1/4 Corner of Section 36 as recorded in liber 2546, page 1102 of corners, Eaton County records);

Thence North 00°06'38" East, 825.00 feet parallel with the east line of said Section 36 (said east line being a straight line between the said Southeast corner of Section 36 and a steel bar and cap #47942 at the East 1/4 Corner of Section 36, as recorded in liber 2546, page 1117 of corners, Eaton County records);

Thence South 89°41'32" East, 580.80 feet parallel with the said south line of Section 36, to the east line of said Section 36;

Thence South 00°06'38" West, 825.00 feet along said east line to the point of beginning.

This description contains 479157.16 square feet, 10.9999 acres, more or less.

OWNER INFORMATION

- | | |
|---|--|
| ① PID: 040-036-400-250-00
4820 S WAVERLY RD
LIBER 1985, PAGE 662
MATHION INC | ⑥ PID: 040-036-400-310-00
SURJIT LLC
5050 S WAVERLY RD
LIBER 2029, PAGE 360 |
| ② PID: 040-036-400-260-00
SINGH, NIRMAL / KAUR, GURDEEP
4848 S WAVERLY RD
LIBER 2144, PAGE 515 | ⑦ PID: 040-036-400-320-00
JOLLY ROAD INVESEMENTS LLC
5058 S WAVERLY RD
LIBER 1934, PAGE 1009 |
| ③ PID: 040-036-400-270-00
DEVOOGD, CRAIG
4880 S WAVERLY RD
LIBER 2540, PAGE 450 | ⑧ PID: 040-036-400-236-00
MURRAY, DANIEL / SARAH
11907 JOLLY HWY
LIBER 2509, PAGE 26 |
| ④ PID: 040-036-400-297-00
DISCOVER GROUP LLC
4902 S WAVERLY RD
LIBER 2384, PAGE 1183 | ⑨ PID: 040-036-400-220-00
MCCOMB, TOM & VANANTWERP, JASON
V/L W JOLLY HWY
LIBER 1909, PAGE 0459 |
| ⑤ PID: 040-036-400-300-00
SURJIT LLC
5030 S WAVERLY RD
LIBER 2461, PAGE 841 | |



Gilbert M Barish

GEODETIC DESIGNS INCORPORATED
2300 N. GRAND RIVER AVE.
LANSING, MI 48906
PHONE: (517) 908-0008
FAX: (517) 908-0009
www.geodeticdesigns.com



REVISION DATE:	JUNE 4, 2018
FIELD:	-
DRAWN BY:	RW
DATE:	APRIL 12, 2018
FILE:	S043-2018
SHEET	2 OF 2

11907 Jolly Highway



4820 S. Waverly



4848 S. Waverly



4880 S. Waverly



4902 S. Waverly



5030/5050 S. Waverly

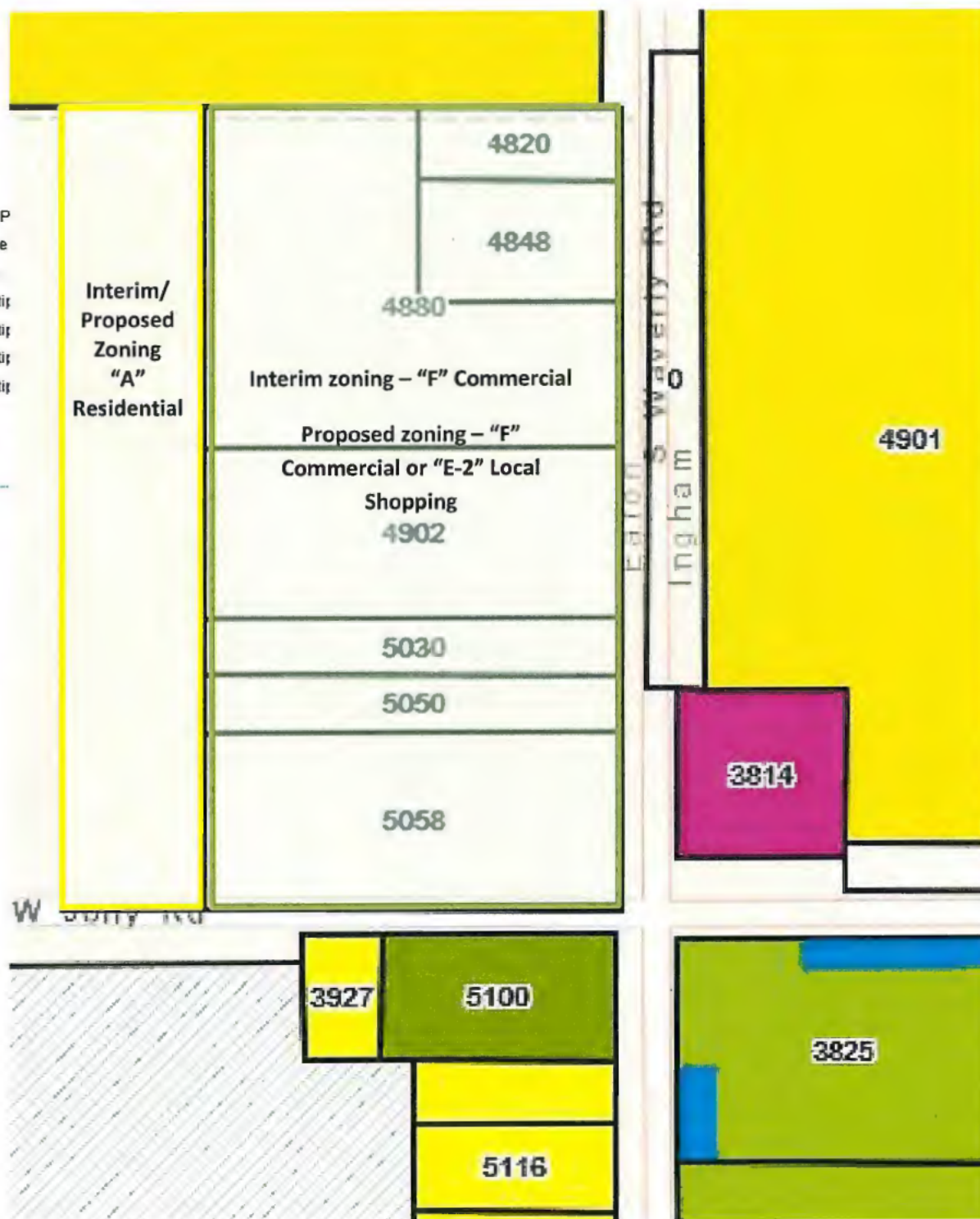


5058 S. Waverly

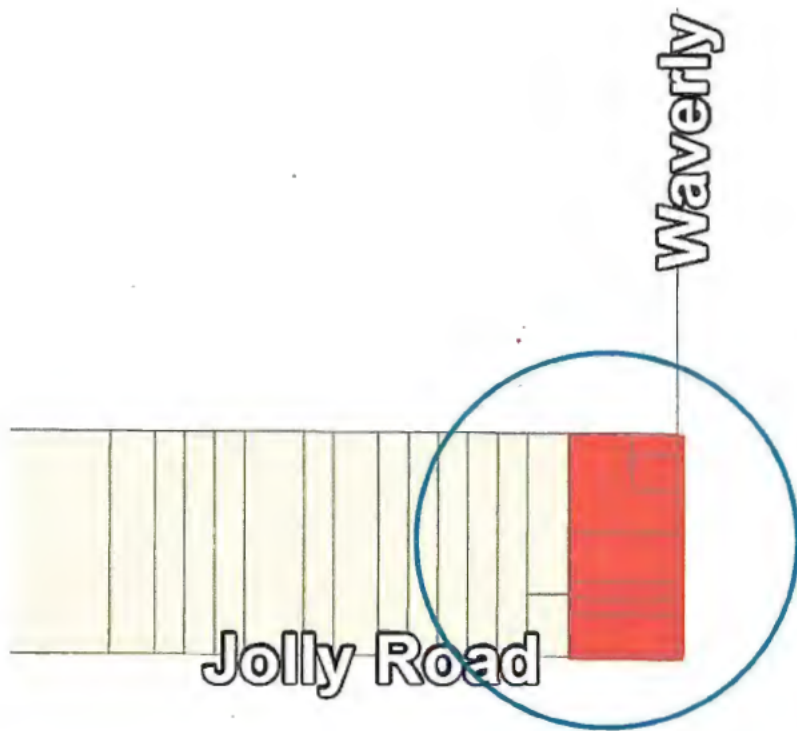


Legend

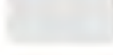
- all_roads_recov_City
- Tax Parcels
- A Residential-Single
- B Residential-Single
- C Residential-2 Unit
- NONE
- CUP Community Unit P
- D-1 Professional Office
- D-2 Residential/Office
- DM-1 Residential-Multi
- DM-2 Residential-Multi
- DM-3 Residential-Multi
- DM-4 Residential-Multi
- E-1 Apartment Shop
- E-2 Local Shopping
- F Commercial
- F-1 Commercial
- G-1 Business
- G-2 Wholesale
- H Light Industrial
- I Heavy Industrial
- J Parking
- ROW Right of Way



Delta Township Zoning



Zoning Districts

-  NR - Natural Resources
-  AG1 - Agricultural
-  AG2 - Agricultural / Residential
-  RA - Very Low Density Residential
-  RB - Low Density Residential
-  RC - Moderate Density Residential
-  RM - Multiple Family Residential
-  C - Commercial
-  O - Office
-  I - Industrial



Jolly Highway

Waverly Road

North

LANSING PLANNING BOARD PUBLIC HEARING

Owner : Craig DeVoogd
Property: 4880 S. Waverly Road, Lansing, Michigan 48911
Current Zoning: “F” Commercial

Background:

My property is a 2.5 acre lot and is the site of a 10,536 square foot building. The main building was constructed in 1972, and additions to the building were constructed in 1996 and 1997. The Property is currently zoned as “F” Commercial on an interim basis. I purchased the Property at auction in 2014 after the prior owner was placed into a court-ordered receivership. Before my purchase, a “Pay Day Advance” store and Pawn Shop was operated on the Property. Since purchasing the Property, I have renovated the building and unsuccessfully attempted to the lease the Property for commercial uses. The Property has been vacant since 2012. It’s current state is vacant and currently listed for sale or lease thru Remax commercial reality, (at below market rates.)

Prior to the annexation process, a potential business owner had expressed interest in the property and had discussions with the city planning dept. reference a business involved in the medical marijuana industry. Since that conversation, the “business plan” has been taken off the table. The business entity has cancelled all plans for purchasing the building and has explored other opportunities outside of the City of Lansing. Currently there is no interest whatsoever, by any entity purchasing or leasing the property.

Preliminary Statement Regarding Intensity of Uses

If a change is approved, the Property may be used for certain purposes as a matter of right, as set forth in the Zoning Ordinance. I submit that the uses permitted by right in the Wholesale District are relatively low-impact uses (such as clinic, child care facility and wholesale establishments). The city retains control over granting or denying any special land use permits for the Property.

Analysis

I. Review of Factors

1. *A change is consistent with the goals, policies, and uses proposed for the subject parcel in Lansing's, "Design Lansing's" Comprehensive Plan.*
 - a. The Comprehensive Plan observes that some retail properties are in decline and are prime candidates for redevelopment. Specifically, "Priority Issues" Pg. 50, emphasizes "Transforming strip commercial corridors." The plan describes typical strip commercial development that represent a negative image to the city and to neighborhoods. This same priority applies to the area in which my property is located, as evidenced by the ongoing vacancy of the building and surrounding properties. The comprehensive plan emphasizes a transformation to a "non-retail use".
 - b. Comprehensive plan (page 53) states that strip commercial retail along corridors are experiencing "increased vacancies". The plan states that Lansing is currently "over zoned" for this type of development and recommends a move towards non retail uses.
 - c. Comprehensive plan (page 79) states an objective of , "Improving Lansing's gateway streets to enhance first impressions, expand housing options and provide sites for job-oriented uses by encouraging the restructuring of strip commercial development." The plan specifically identifies gateways north of Jolly Road to "encourage a gradual transition to non-retail development".
2. *A change towards uses other than retail is justified by a change in conditions or by an error in the original ordinance.*

- a. The area in which the Property is located no longer supports primarily commercial uses. This is evidenced by the following:
 - i. Of the seven commercial properties in this corridor, Eaton County has issued 32 certificates of foreclosure for unpaid property taxes in the last 15 years.
 - ii. Currently, the two properties to the north and the property immediately to the south face a combined \$33,000 in unpaid property taxes – meaning that all three will face tax forfeiture in the next few months.
 - iii. The current vacancy rate in this commercial corridor is 57%, with three parcels having been vacant for many years. Recent public corporate announcements indicate the ‘Family Dollar’ store within this corridor is in jeopardy of also closing. This would further escalate the vacancy rate to an unbelievable 71%.
 - iv. In the last 10 years, nine commercial businesses have opened and failed.
 - b. It is clear from the trend of failing commercial businesses that this corridor can no longer sustain commercial uses. A change moving the Property away from a retail emphasis is therefore necessary to allow for productive use of the Property.
3. *The Property does not possess natural features or environmental characteristics that would be significantly adversely impacted by the uses other than retail.*
- a. There are no natural features or environmental characteristics that would be significantly adversely impacted by using the Property for wholesale/warehousing purposes, for example. To the contrary, the Property is well suited for wholesale/warehousing uses both in size (2.50 acres) and terrain (relatively flat).
 - b. A proposed change to G Wholesale for example would :
 - i. promote and protect the public health, safety, and general welfare by allowing for additional uses in a suitable area of the City.
 - ii. A change would protect the character and stability of the area and promote the orderly and beneficial development of such area by allowing for a beneficial use of a building that has sat vacant for years.

- iii. The use would provide adequate light, air, privacy, and convenience of access to property.
- iv. *A change* is consistent with the intensity of uses in the area and would not impede open spaces surrounding buildings and structures that are necessary to provide adequate light and air and to protect the public health.
- v. The use would not adversely impact congestion on public highways and streets.
- vi. The use would not adversely impact the Cities ability to provide for transportation systems, sewage disposal, water, energy, recreation, and other public service and facility requirements.
- vii. A change would allow the Property to be used in accordance with its character.
- viii. A change would not result in an improper use of land.
- ix. The use would comply with the Cities building standards.
- x. The use would not be incompatible with the character of development or the uses, buildings or structures permitted within specified zoning districts.
 - 1. As discussed above, the uses permitted by right in the Wholesale District are low impact, such that they will not adversely impact neighboring properties. As also discussed above, the character of the corridor has changed in recent years, with many commercial businesses having failed and commercial properties facing long-term vacancy and tax foreclosure.
- xi. The use would not present a risk of fire, explosion, noxious fumes and odors, heat, dust, smoke, glare, noise, vibration, radioactivity, and other nuisances and hazards.
- xii. The use would not result in overcrowding of the land or undue concentration of buildings or structures.
- xiii. The use would not present any hazards to life or property.

4. *The uses allowed under the wholesale district would be equally or better suited to the area than uses allowed under the current zoning.*

a. *A wholesale district use is equally suited to the area as uses allowed under the current zoning. The economy over the last several years has not supported commercial development of the Property, as discussed above and as further evidenced by (1) the failure of the prior commercial operation, which was placed into a court-ordered receivership; and (2) the owners' diligent but unsuccessful efforts to lease the Property for commercial purposes since 2014. I believe I can successfully lease or sell the Property for wholesale uses. The impact of an wholesale use permitted by right is comparable to the impact of a commercial use and, indeed, would likely generate less traffic than a commercial use.*

5. *The City is able to provide services, infrastructure, and facilities that may be required if a change were made.*

a. *The proposed use would not require new or different services, infrastructure, or facilities from the City, and thus would have no impact on the services provided by the City.*

For these reasons, I respectfully request that a zoning change be approved, in order to permit additional uses consistent with a wholesale district. Such additional uses could include a trade or vocational school, child care facility, clinic, or wholesale businesses.

Respectfully submitted,

Craig DeVoogd

INTRODUCTION OF ORDINANCES

The following ordinance of the City of Lansing, Michigan, providing that the Code of Ordinances be amended by providing for the rezoning of property located in the City of Lansing, Michigan, and for the revision of the district maps adopted by Section 1246.02 of the Code for the properties located at:

11907 Jolly Highway to the “A” Residential zoning district

4820, 4848, 4880, 4902, 5030, 5050 & 5058 S. Waverly Road from “F” Commercial district to “E-2” Local Shopping District

was introduced by the Committee on Development & Planning, read a first and second time by its title and referred to the Committee on Development and Planning.

BY THE COMMITTEE ON DEVELOPMENT & PLANNING

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, _____, 2019, at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Ordinance for rezoning:

11907 Jolly Highway to the “A” Residential zoning district

4820, 4848, 4880, 4902, 5030, 5050 & 5058 S. Waverly Road from “F” Commercial district to “E-2” Local Shopping District

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

**Northwest Corner, Jolly Road & S. Waverly Road
(11097 Jolly Hwy. & 4820, 4848, 4880, 4902, 5030, 5050 & 5058 S. Waverly Road)**

The Lansing City Council will hold a public hearing on Monday, , 2019, at 7:00 p.m., in Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan regarding the future zoning designations of the 8 parcels of land (11 acres) located at the northwest corner of Jolly Road and S. Waverly Road that were recently annexed into the City of Lansing from Delta Township.

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., Monday, , 2019 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, City Clerk

XV.A.2.B

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

WHEREAS, adjustments are needed in the fiscal year 2018/2019 budget to allocate the budgeted vacancy factor; and

WHEREAS, additional costs from what was anticipated have been incurred for elections, frontloading of police officers, and

WHEREAS, the new Lansing Ignite contract requires reimbursement for field conversions;

WHEREAS, reimbursement is anticipated for special election costs;

NOW, THEREFORE, BE IT RESOLVED that the following FY 2018/2019 year-end budget amendment be approved:

	Increase/ (Reduction)
GENERAL FUND	
<u>General Fund Revenues</u>	
Special Election Revenue	\$75,000
Change in General Fund Revenues	<u>\$75,000</u>
<u>General Fund Expenditures</u>	
Non-Departmental - Vacancy Factor	500,000
Finance Department - Personnel (vacancies)	(200,000)
City Attorney's Office - Personnel (vacancies)	(200,000)
Economic Development & Planning (vacancies)	(100,000)
Subtotal – Vacancy Factor Adjustments	<u>\$0</u>
Police Department – Personnel (officer frontloading)	\$250,000
City Clerk – Personnel (elections)	60,000
City Clerk – Operating (elections)	125,000
Stadium Fund - Transfer (soccer field conversions)	25,000
District Court – Personnel (vacancies)	(200,000)
Finance Department - Personnel (vacancies)	(185,000)
Subtotal - Transfers for Extra Needs	<u>75,000</u>
Change in General Fund Expenditures	<u>\$75,000</u>
STADIUM FUND	
<u>Stadium Fund Revenues</u>	
General Fund Transfer	<u>\$25,000</u>
<u>Stadium Fund Expenditures</u>	
Stadium Fund – Operating (field conversions)	<u>\$25,000</u>

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

WHEREAS, the Mayor made the appointment of Aaron I. Milton of 2914 Woodview Drive, Lansing, MI 48911 as an At-Large Member of the Board of Police Commissioners for a term to expire June 30, 2023; and

WHEREAS, the nominee has been vetted and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Aaron I. Milton of 2914 Woodview Drive, Lansing, MI 48911 as an At-Large Member of the Board of Police Commissioners for a term to expire June 30, 2023.

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

WHEREAS, the Mayor made the appointment of Joseph Graves of 3114 S. Deerfield Avenue, Lansing, MI 48911 as a Third Ward Member of the Lansing Board of Water & Light Board for a term to expire June 30, 2023; and

WHEREAS, the nominee has been vetted and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Joseph Graves of 3114 S. Deerfield Avenue, Lansing, MI 48911 as a Third Ward Member of the Lansing Board of Water & Light Board for a term to expire June 30, 2023.

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

WHEREAS, the Mayor made the reappointments to various Boards as stated below:

Lansing Board of Water and Light:

Ken Ross as an At-Large Member for a term to expire June 30, 2023; and;

Fire Board:

Wyatt Ludman as an At-Large Member for a term to expire June 30, 2023; and

Board of Police Commissioners:

Sandra Thompson-Kowalk as a Third Ward Member for a term to expire June 30, 2023;

WHEREAS, the Mayor's office has verified that the nominees has been vetted and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointments to various Boards as stated below:

Lansing Board of Water and Light:

Ken Ross as an At-Large Member for a term to expire June 30, 2023.

Board of Fire Commissioners:

Wyatt Ludman as an At-Large Member for a term to expire June 30, 2023

Board of Police Commissioners:

Sandra Thompson-Kowalk as a Third Ward Member for a term to expire June 30, 2023.

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson CPPB, Senior Buyer
DATE: May 22, 2019
SUBJECT: Sole Source Purchase – Thermo Scientific Inc.

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

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

Department: Lansing Police Department
Vendor: Thermo Scientific Inc.
Item Purchased: Tru Narc Substance Testing Device
Dollar Amount: \$52,050.00

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

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

SF

**CITY OF LANSING**

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

TO: THERMO SCIENTIFIC INC
2 RADCLIFF RD
TEWKSBURY, MA 01876

PURCHASE ORDER	
P.O. NUMBER	P086004
DATE	05/22/19
VENDOR I.D.	V004171
DELIVERY DATE	
FOB	
REQUISITION NO	PR014428
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

Page 1 of 1

PHONE#

FAX#

DELIVER ITEMS TO:

LANSING POLICE - ADMINISTRATIVE SUPPORT
120 W MICHIGAN AVENUE 4TH FLOOR
LANSING, MI 48933

SEND INVOICE TO:

LANSING POLICE - ADMINISTRATIVE SUP
120 W MICHIGAN AVENUE 4TH FLOOR
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	TRUNARC, UNLIMITED, 3-YR WARRANTY, TRAIN 12, ENGLISH	2	EA	25,555.00	51,110.00
002	TRUNARC KIT, TYPE H, 100, ENG	2	EA	470.25	940.50
TAX					0.00
TOTAL					52,050.50

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

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

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Samantha Harkins, Chief of Staff

FROM: Stephanie Robinson, CPPB, Senior Buyer

DATE: May 14, 2019

SUBJECT: Sole Source – Thermo Fisher Scientific - True Narc

The Lansing Police Department requests that Thermo Fisher Scientific be designated as a Sole Source vendor for True Narc Substance Testing Device.

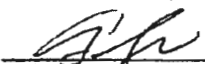
Please see the attached letter from Chief Mike Yankowski regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Thermo Fisher Scientific in the amount of \$ 52,050.50 from Byrne JAG grant per the request of the Lansing Police Department.

Attachment

Date: 5-15-19

Approved X Denied



Andy Schor, Mayor



Andy Schor, Mayor

Lansing Police Department

120 West Michigan Avenue

Lansing, MI 48933

Phone: (517) 483-4600

Fax: (517) 483-6003



Mike Yankowski, Chief

Date: April 18, 2019

The Lansing Police Department is currently using a Thermo-Scientific Tru Narc substance testing device in its daily operations. The device is housed with the Lansing Police Special Operations Section and is used to perform testing on suspected narcotics. This hand held device uses Raman Spectroscopy to identify the substance and, as such, requires no or limited physical manipulation of the substance. This aspect allows for officers to test and identify the substance without risking an exposure. Due to the frequent use, success of the unit, acceptance of results at the 54A court as well as the implementation of the devices at crime labs statewide, Lansing Police sought and received a Byrne JAG grant through the State of Michigan to purchase two additional Thermo-Scientific Tru Narc units. The grant was presented and approved by City Council.

The devices are purchased directly from the manufacturer and they do not allow for State or Local government GSA pricing. As such, the quote (and award) for the two new units is \$52,050.50. A Sole Source purchase would allow the department to train all officers (regardless of whether assigned to narcotics or patrol) with the ability to utilize the same device. The current unit has performed well and the company has been responsive to our needs. Deploying the same equipment also helps with the system updates such as the substance material library. For the reasons outlined above, I am requesting permission to purchase two (2) Thermo-Scientific Tru Narc devices through the Byrne JAG grant for the Lansing Police Department.

Thank you for your assistance with this matter,

A handwritten signature in black ink, appearing to read "Mike Yankowski".

Mike Yankowski, Chief of Police

"Capital City's Finest"

Important Note: Please issue POs to Thermo Scientific Portable Analytical Instruments Inc

Federal Tax ID No.: 01-0650031

CAGE CODE: 392A9

DUNS #: 11-289-3131

Bank of America ABA# for Wire Payments: 026 009 593

Bank of America ABA# for ACH Payments: 111 000 012

Beneficiary Account Number: 4426843850

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

A part of: **ThermoFisher**
SCIENTIFIC

Page 2 / 6

Acceptance of Purchase

Quote: TN x 2 S3

By signing below, you (I) warrant that you are an authorized representative of your company, (II) agree that the Thermo Scientific Portable Analytical Instruments Inc. Terms and Conditions of Sale attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order that your company issues and (III) the Terms and Conditions shall exclusively govern the transaction(s) contemplated hereby

Signature of authorized company representative	Date	Phone#
Print Name	Title	Email
Model #	Amount + S&H	Purchase Order Number

E-mail to: pai.sales.ops@thermofisher.com

Fax to: 1-877-680-2568

Order Processing Address:

michael.nagle@thermofisher.com

Thermo Scientific Portable Analytical Instruments Inc
2 Radcliff Road
Tewksbury, MA 01876

Remit check Payment To:

Thermo Scientific Portable Analytical Instruments Inc
PO Box 415918
Boston, MA 02241-415918

Payment Details

Method of Payment

- ☐ Net 30 (Attach Credit Application & Credit References)
- ☐ Credit Card
- ☐ Check
- ☐ Wire Transfer

Sales Tax Application

- ☐ Yes Apply Sales Tax
- ☐ No

- If no, you must provide a copy of your tax exemption certificate along with your purchase order.

****Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)****

Address Verification

Please make corrections if necessary below:

Bill to:

120 W Michigan Avenue
Lansing, Michigan 48933
United States

Ship to:

120 W Michigan Avenue
Lansing, Michigan 48933
United States

Additional Options / Accessories

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

A part of: **ThermoFisher**
SCIENTIFIC

THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC – TERMS AND CONDITIONS OF SALE

Last revised June 2017

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** Thermo Scientific Portable Analytical Instruments Inc. ("Seller") hereby offers for sale to the buyer ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. **DELIVERY CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, FOB Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time; Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.

6. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to & risk of loss to the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

7. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace Products and/or provide additional parts or services as reasonably necessary to cause the Products to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Seller further reserves the right, in its sole discretion, to extend any Warranty Period if at the time that the Warranty Period would otherwise expire, there are ongoing concerns regarding a Product's conformance to the warranty stated herein. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefore at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS PROVIDED HEREIN, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR- FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

8. INDEMNIFICATION.

8.1. **By Seller.** Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

8.2. **By Buyer.** Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

9. **SOFTWARE.** With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof. Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Thus, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

10. **LIMITATION OF LIABILITY.** LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

11. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item.

Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents.

12. HAZARDOUS MATERIALS. Some Products may require special packaging, labeling, marking and handling. Carriers may add additional freight charges for the handling or transporting of these materials. The consolidating of such material with other Products may be prohibited. Additional freight charges will be billed per Seller's shipping terms. Be sure to advise Seller of shipping instructions for these hazardous materials to reduce your freight costs.

13. MEDICARE/MEDICAID REPORTING REQUIREMENTS. If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer shall make written request to Seller in the event Buyer requires additional information from Seller in order to meet its reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.

14. MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (j) Seller may, in its sole discretion, provide (1) applicable Product training to Buyer or its employees, or (2) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees that any such samples shall be distributed to patients for patient use or, if not so distributed, returned to Seller. Buyer shall not use such samples to provide care to patient and shall not bill patients or third party payers for the provision of such samples. (k) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in this Agreement or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with HIPPA, cGMP or CT-PAT; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any Products or services provided hereunder for any period of time, any right of Buyer, itself or through any third party, to remediate any defects in, replace or reperform, any Products at Seller's cost or expense, any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation, any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market, or any waiver by Seller of any right to enforce any of the terms hereof).

Sales Quotation

Quote Number	Created Date	Exp. Delivery Terms	Page
00153387	08/29/2018	ARO	1 / 6
Contact:	Phone	Payment Term	Valid To
Michael Nagle		Net 30	12/28/2018
Inco Terms		Shipping Method	
FOB Origin - Tewksbury		Fed Ex 2nd Day	

Thermo Scientific Portable Analytical Instruments Inc.

2 Radcliff Rd
Tewksbury, Massachusetts 01876
United States

Submitted To:

Robert Backus
Lt.
Special Operations
Lansing Police Department
120 w Michigan
Lansing, Michigan 48933
United States

Phone: (517) 483-4821
Email: robert.backus@lansingmi.gov

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

To Place an Order:

Contact: Michael Nagle
Phone: (617) 716-9831
Fax:
Email: michael.nagle@thermofisher.com
Additional instructions, terms & conditions on last page

Pos.	Product Code	Product Name	Discount	Sales Price	Quantity	Total Price
10	800-01043-01	TruNarc, Unlimited, Warranty - 3 Yrs, Train-12	5.00%	USD 25,555.00	2	USD 51,110.00
		<i>List Price: USD 26,900.00</i> <i>TruNarc Unlimited Model with 3 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the Instrument. Includes TruNarc on-site instructor led training for up to 12 students within the Continental United States (CONUS) - expires 9 months after date of purchase.</i>				
20	810-01462-01	TruNarc Solution Kit (Type H) - 100, English	5.00%	USD 470.25	2	USD 940.50
		<i>List Price: USD 495.00</i> <i>TruNarc Solution Kit (Type H) for Identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100 Solution Vials with Ethanol. Note that because of the Ethanol, this product ships as a Hazardous Goods shipment.</i>				
			Total Discount:	USD 2,739.50	Total:	USD 52,050.50

Additional Comments:

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

A part of: **ThermoFisher**
SCIENTIFIC

V004171

INVOICE REPRINT

Invoice Number	Create Date	Page
INV96866	3/23/2019	1 of 1
PO#	Sales Order#	Payment Terms
signed quote	SO90367	Net 30
Inco 1	Inco 2	Ship Method
FOB	Tewksbury, MA	FedEx 2nd Day

Bill To : C14815

City of Lansing
Metro Lansing Police,
120 W Michigan Avenue
Lansing, MI 48933
United States

Thermo Scientific Portable Analytical Instruments Inc.
2 Radcliff Rd.
Tewksbury, MA 01876

Remit Payment by EFT
Thermo Scientific Portable Analytical Instruments Inc.
Bank of America
ACH ABA number 111 000 012 Beneficiary Account
#4426843850

Wire ABA number 026 009 593 Beneficiary Account
#4426843850

Swift Code BOFAUS3N
Lock box: 415918

Remit to: Thermo Scientific Portable Analytical
Instruments Inc. PO Box 415918, Boston, MA 02241-
5918.

EIN number 01-0650031
Duns# 11-289-3131

Seller :

Thermo Scientific Portable Analytical Instruments inc.
2 Radcliff Rd.
Tewksbury, MA 01876
T:(800)875-1578 Fax:(877)680-2568

Ship To :

City of Lansing
Metro Lansing Police,
120 W Michigan Avenue
Lansing, MI 48933
United States

Line Nbr	Material No.	Description	Qty	Unit Price	Total Price
1	800-01043-01	TruNarc, Unlimited, 3 Year Warranty, Train 12, English	2.0000 each	\$25,555.0000	\$51,110.00

Serial Numbers

TN5795

TN5796

2	810-01462-01	TruNarc Kit, Type H, 100, ENG	2.0000 each	\$470.2500	\$940.50
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Net Value for Item : \$51,110.00

Net Value for Item : \$940.50

Subtotal : \$52,050.50

Sales Tax : \$0.00

VAT Tax : \$0.00

Shipping Charges : \$0.00

VAT Freight : \$0.00

Total : \$52,050.50

Vendor No. _____
Voucher # _____
Acct. # _____
PO # _____
Authorization _____

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc terms and conditions shall apply and take precedence.

A part of: **ThermoFisher**
SCIENTIFIC

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Applicant and Project Information

***Entity Name** City of Lansing

Implementing Agency: Lansing Police Department

Street Address: 120 W. Michigan

City: Lansing **State:** MI **Zip:** 48933

Phone:

***Project Title** Lansing Police Technology
Enhancements

***Program Area** Technology Enhancement Projects (RESTRICTED)

Start Date: 10/01/2018

End Date: 09/30/2019

***Population of geographic area served by this project:** 117,000

***County(ies) in which the project will operate**

State Wide	Alcona	Alger	Allegan	Alpena
Antrim	Arenac	Baraga	Barry	Bay
Benzie	Berrien	Branch	Calhoun	Cass
Charlevoix	Cheboygan	Chippewa	Clare	Clinton
Crawford	Delta	Dickinson	Eaton	Emmet
Genesee	Gladwin	Gogebic	Grand Traverse	Gratiot
Hillsdale	Houghton	Huron	✓ Ingham	Ionia
Iosco	Iron	Isabella	Jackson	Kalamazoo
Kalkaska	Kent	Keweenaw	Lake	Lapeer
Leelanau	Lenawee	Livingston	Luce	Mackinac
Macomb	Manistee	Marquette	Mason	Mecosta
Menominee	Midland	Missaukee	Monroe	Montcalm
Montmorency	Muskegon	Newaygo	Oakland	Oceana
Ogemaw	Ontonagon	Osceola	Oscoda	Otsego
Ottawa	Presque Isle	Roscommon	Saginaw	St. Clair
St. Joseph	Sanilac	Schoolcraft	Shiawassee	Tuscola
Van Buren	Washtenaw	Wayne	Wexford	

NOTE: If the applicant agency has: 1) not registered a DUNS number with the System for Award Management (www.sam.gov), formerly known as Central Contractor Registration; 2) is not current with annual registration; or, 3) does not have documentation identifying that the registration is in process, then the application will not be considered.

***Federal Tax Identification Number:** 38-6004628

***DUNS Number:** 069835882

***DUNS Number expiration date:** 9/10/2020

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Federal Funding Disclosure

Instructions:

- Please answer the following questions below.
- Click Save to save the page.
- *1) Did your jurisdiction receive direct Byrne Justice Assistance (BJA) formula grant funding within the past three years from the United States Department of Justice, Bureau of Justice Assistance?
Yes ✓
No

*Please explain, including:

- The amount of funding your jurisdiction was awarded and how the funds will be used.
- Why the funds you are requesting within this application were not considered to be funded with your direct BJA Grant.

BYRNE JAG 2015-\$86,092 used to upgrade electronics and technology within the department

Byrne JAG 2016 -\$95,900 utilized to upgrade and purchase technology related to computers and computer software

Byrne JAG 2017-\$101,260-Funds were used to purchase protective masks for officers and tactical team members for use during civil disturbances and hazardous operations.

Byrne JAG 2018-\$106,630-funds requested are associated to cost of a Real Time Crime Center. The cost exceeds the amount allocated therefore no excess funds remain.

The requested funds related to technology that accounts for the increased danger associated to unidentified substances as well as technology which would increase the efficiency of the detention center operations. The items were not included in the previous submissions due to the fact that they were not identified as needs several years ago and in the current request (2018), there were no available funds given the cost of the identified project.

- *2) Will the project you are applying for be supported by any other grant or foundation dollars (Federal, State or Private)?
Yes
No ✓

*Please explain:

There are not additional funding sources.

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

0000056-Lansing Police Department-19

Political Districts

*U.S. Congressional District

State wide	District 1	District 2	District 3
District 4	District 5	District 6	District 7
✓ District 8	District 9	District 10	District 11
District 12	District 13	District 14	District 15

*State House District

State Wide	District 1	District 2	District 3
District 4	District 5	District 6	District 7
District 8	District 9	District 10	District 11
District 12	District 13	District 14	District 15
District 16	District 17	District 18	District 19
District 20	District 21	District 22	District 23
District 24	District 25	District 26	District 27
District 28	District 29	District 30	District 31
District 32	District 33	District 34	District 35
District 36	District 37	District 38	District 39
District 40	District 41	District 42	District 43
District 44	District 45	District 46	District 47
District 48	District 49	District 50	District 51
District 52	District 53	District 54	District 55
District 56	District 57	District 58	District 59
District 60	District 61	District 62	District 63
District 64	District 65	District 66	District 67
✓ District 68	District 69	District 70	District 71
District 72	District 73	District 74	District 75
District 76	District 77	District 78	District 79
District 80	District 81	District 82	District 83
District 84	District 85	District 86	District 87
District 88	District 89	District 90	District 91
District 92	District 93	District 94	District 95
District 96	District 97	District 98	District 99
District 100	District 101	District 102	District 103
District 104	District 105	District 106	District 107
District 108	District 109	District 110	

*State Senate District

State Wide	District 1	District 2	District 3
District 4	District 5	District 6	District 7
District 8	District 9	District 10	District 11
District 12	District 13	District 14	District 15
District 16	District 17	District 18	District 19

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Political Districts

District 20	District 21	District 22	✓	District 23
District 24	District 25	District 26		District 27
District 28	District 29	District 30		District 31
District 32	District 33	District 34		District 35
District 36	District 37	District 38		

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Grant Summary

***This brief summary will be used for a short description of your project and for press notification, should you be awarded a grant. Be sure your description accurately presents your project.**

The proposed technology enhancement grant seeks equipment which will assist the department by providing a method for officer safety as well as a new tool to increase department efficiency. This submission includes the purchase of Tru-Narc drug identification units as well as a portable finger print scanner.

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Problem Statement

The Lansing Police Department services a population of approximately 117,000. Of the 202 sworn officers in the department, roughly half are assigned to patrol. During their time on patrol, both through dispatched calls and self-initiated activities, officers routinely encounter narcotics. In addition to the officers on patrol, the Lansing Police Department has a Special Operations Section (narcotics) with 9 sworn officers as well as 1 sworn officer assigned to a multi-jurisdictional drug team. In 2017, the Lansing Police Department was responsible for initiating 384 drug related cases. Not included in these cases is the fact Lansing undercover officers were also involved in the purchase of narcotics on 327 occasions. During this time period, the Lansing Police Department also recorded 239 responses for heroin overdoses (19 fatal). This was an increase from 2016 which saw 145 overdoses (21 fatal). As of September 1, 2018, the trend has continued to increase as we have recorded 178 overdoses (18 fatal). Over the last two years, Lansing Officers also learned of the danger of synthetic opioids on the drug market such as fentanyl and carfentanil. As a result, precautionary methods were put into place to keep officers safe in the presence of unknown substances. The majority of the department's actions included providing safety information/education as well as providing basic personal protection equipment. In an effort to minimize officer's exposure, a departmental policy was put into effect banning the testing of unknown substances. While this was a solution which provided officer safety, it was not an answer for in-custody drug cases which require testing. Efforts were made to educate the legal and judicial portions of our system to include meetings with the prosecutor's office and the district Chief Judge however neither would support search warrants or arraignments without a positive test for narcotics. The Lansing Police Department is requesting funds to purchase two (2) Thermo-Scientific Tru Narc devices to allow officers to test unknown substances both in the field as well as in the detention unit. The tests not only use a specific process which does not require physical manipulation of all substances but also has gained acceptance in a court setting for test validity. The two units would be used to cover the most common locations where drugs tests are required or needed. Between the multiple departments requiring it's use and the over 600 instances where officers encountered narcotics, two units would allow for all to operate more efficiently.

The Lansing Police Jail is a local lock up which processes the arrests effected by Lansing Police Officers but is also available to any agency lodging subjects for violations occurring inside of Lansing. In addition to Law Enforcement, the Agents from the Michigan Department of Corrections also occasionally lodge parolees who are detained for violations of their conditions. In the past, detention officers only printed subjects who were lodged for felony offenses. As a result, it was discovered on at least two occasions, that subjects processed at the jail for misdemeanors were misidentified for a variety of reasons. To rectify this, a new policy was put into place where all subjects processed in the City of Lansing Jail had to be positively identified before being released. This additional step, which required the use of electronic systems, typically added an hour to the booking process. When this increase in time is taken in context with the fact the LPD jail processed over 5,300 adults and juveniles in 2016, it shows just how much time this extra step accounts for. Estimates for 2018 from Lansing Jail administrators place this years number of processed persons at 7,200. In 2018, a DataWorks Plus portable scanner was tested in the jail. The staff used the scanner on all persons as part of the booking process. The machine worked quickly and was also effective. At the end of the demo, the equipment was returned due to the fact there was not money available in the budget for the purchase. Reverting back to the slower process was a disappointing result of not being able to purchase the equipment. It's value was recognized and appreciated.

In addition to the description of the problem described above, attached is a document which further details the problem, the request, the course of action and the budget for the grant submission.

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Problem Statement

RDB

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Project Description

Please see the attached title document. The document identifies the project goals of purchasing Thermo Scientific Tru-Narc units as well as a portable finger print scanner to be used by the Lansing Police Department.

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Project Timeline

***First Quarter**

The Program Narrative, which was submitted, identifies the equipment requested for purchase. The equipment would be available for purchase immediately upon approval of the grant and upon approval of expending funds through the City of Lansing contract process. This process is less than 30 days. Contact with the vendors has been established and training is available from Thermo Scientific. The Lansing Police Detention Unit has experience in using the portable finger print scanner model requested.

The expenses of purchasing the equipment would occur in the first quarter. Follow up during the quarter could include reports of scans and of subjects processed in the jail.

***Second Quarter**

The Lansing Police Department would comply with all grant reporting expectations to include monitoring the use of the equipment and reporting the findings of its implementation.

***Third Quarter**

The Lansing Police Department would continue to comply with all grant reporting expectations to include monitoring the use of the equipment and reporting the findings of its implementation.

***Fourth Quarter**

The Lansing Police Department would continue to comply with all grant reporting expectations to include monitoring the use of the equipment and reporting the findings of its implementation.

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Anticipated Outcomes and Performance Measures: Increased Officer Safety, Department effectiveness and Efficiency

***Goal (100 character max):**

Increased Officer Safety, Department effectiveness and Efficiency

***Performance Measures:**

Specific Measures related to the Tru-Narc device includes the number of scans conducted, the number of successfully identified substances, an increase of in-custody narcotics reports and persons arraigned for narcotic cases, a decrease in warrants and a comparison of successful versus unsuccessful device scans of unknown substances.

Additional measures include increased efficiency of the booking process in the LPD jail and adherence to a policy aimed at identifying subjects arrested.

***Objective 1:**

To increase the safety of officers and the efficiency of departmental operations through the integration of new technology.

***Activity(ies):**

Activities include following up on relevant data associated to the target areas of improvement: Officer safety and narcotics and quickly identifying processed subjects in the jail.

Objective 2:

Activity(ies):

Objective 3:

Activity(ies):

Objective 4:

Activity(ies):

Objective 5:

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Anticipated Outcomes and Performance Measures: Increased Officer Safety, Department effectiveness and Efficiency

Activity(ies):

Project Director

NAME Lt. Robert Backus	TITLE Lieutenant
ADDRESS 120 W Michigan Lansing MI 48933 Lansing Michigan-48933	
FAX NUMBER	EMAIL ADDRESS robert.backus@lansingmi.gov

Financial Officer

NAME Mr. Randy Endsley	TITLE Financial Officer
ADDRESS 124 W MICHIGAN AVE FL8 Lansing Michigan-48933-1665	
AGENCY Lansing Police Department	PHONE NUMBER (517) 483-4515
FAX NUMBER (517) 483-4524	EMAIL ADDRESS randy.endsley@lansingmi.gov

Authorized Official

NAME Capt. Eric Eichenberg	TITLE Administrative Captain
ADDRESS 120 W. Michigan Ave. Lansing Michigan-48933	
AGENCY Lansing Police Department	PHONE NUMBER (517) 483-6841
FAX NUMBER	EMAIL ADDRESS eric.eichenberg@lansingmi.gov

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Budget Narrative

Please see the attached budget narrative. Also attached are two quotes from the vendors regarding the requested equipment.

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Salaries, Wages and Fringe Benefits

Are there Fringe Benefits expenses associated with this position?

Yes ☒ No

Provide a specific description of this position (e.g., position title):

Grant Funds

Comments:

FTE

OR

Hours 0

Provide a specific description of the fringes associated with this position:

Grant Funds

Fringe Benefits, Check all that apply

FICA:

Dental Insurance:

Vision Insurance:

Retirement:

Hospital Insurance:

Life Insurance:

Unemployment Insurance:

Work Compensation:

Hearing Insurance:

Other:

Comments:

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

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Travel Expenses

Description:	Grant Funds
	\$0
Total	\$0

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Supplies and Materials

Provide a specific description of this budget item:	Grant Funds
DataWorks Plus Portable Fingerprint Scan	\$3,805
Total	\$3,805

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Equipment Expenses

Provide a specific description of this budget item:

Grant Funds

Thermo Scientific Tru Narc (2)

\$52,050

Total \$52,050

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Contractual (Subcontracts): NA

*** Agency Type:**

Local (City, Township, Village)

*** Name of Contractor:**

NA

*** Services:**

NA

*** Does this include personnel?**

Yes



No

If yes, enter FTE:

If yes, enter number of
positions:

*** Address:**

0 NA

*** City:**

NA

*** State:**

Michigan

*** Zip code:**

48933

*** Enter the dollar amount associated with the budget item.**

Grant Funds

\$0

Byrne Justice Assistance Grant Application - 19

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Other Expenses

Provide a specific description of this budget item:

Grant Funds

Total

\$0

Organization: Lansing Police Department

00000056-Lansing Police Department-19

Budget Summary

Line Item Titles	Grant Funds
SALARIES & WAGES	\$0
Total FTE/Hours / 0	
FRINGE BENEFITS	\$0
PERSONNEL TOTAL	\$0
TRAVEL	\$0
SUPPLIES & MATERIALS	\$3,805
CONTRACTUAL (Subcontracts/Subrecipients)	\$0
EQUIPMENT	\$52,050
OTHER EXPENSES	\$0
TOTAL	\$55,855

September 7, 2018

CITY OF LANSING
LANSING POLICE DEPARTMENT
Technology Enhancement Projects
Byrne Justice Assistance Grant (JAG) Program
00000056-Lansing Police Department-19

PROGRAM NARRATIVE
(Attachment)

**JAG FY 2019 - ENHANCEMENTS TO
LANSING POLICE TECHNOLOGY**

Description of the Issues (Goal)

The City of Lansing, County of Ingham, Michigan like many cities has a violent crime problem. As a result, the City of Lansing with multiple bordering jurisdictions, including the Ingham County Sheriff Department created a violent crime initiative to reduce crime by addressing the offenders and acknowledging the mobile component of crime, specifically violent crime in the area. The City's crime reduction partnership includes the Michigan State Police, Ingham County Sheriff, East Lansing Police, Lansing Community College and Michigan Department of Corrections to name a few. A result of this partnership is an increased level of activity both in self-initiated activity as well as the subsequent arrests. The Lansing Police Department seeks technology that will increase the safety of officers encountering and testing unknown substances as well as technology which will increase efficiency in identifying subjects processed at the Lansing Jail.

Objective

As a result of the partnerships, some of the increased activity as well as the focus on violent offenders has come in the form of new drug related charges. The two primary organizations in this effort, Lansing Police and Michigan State Police Secured Cities Program, have restrictions on the testing of drugs due to the safety hazard of drugs such as fentanyl and carfentanil. Lab testing as well as toxicology results confirm the presence of both in Lansing. While officers take the necessary precautions to stay around such substances, the legal realm has not acknowledged these dangers as it relates to in-custody reports without a positive field test conducted. Informative meetings have occurred at both the prosecutor and judicial levels of our system however neither have waived on their requirement of a positive field test. The purpose of this submission is to request two (2) Thermo Scientific Tru-Narc testing units. One of the units will be housed at the Lansing Police Department Jail and will be accessible to officers and other agencies who have made on-view arrests of persons in possession of suspected narcotics. The tests conducted by the Tru-Narc are accepted by the District Courts as an acceptable field testing method. Likewise, the Ingham County Prosecutor's Office has also accepted the positive tests as presumptive evidence in narcotic cases. The Tru-Narc offers the testing of unknown substances through a means of non-contact

by using a laser relying on Raman spectroscopy technology. The result is an accurate reading from a growing library of over 400 identifiable substances (to include fentanyl and carfentanil).

The City of Lansing needs a technology that provides local law enforcement with the ability to introduce layers of protection into a constantly evolving realm of harmful substances. Thermo Scientific recognizes this and includes 36 types of fentanyl in their library. Reviving our ability to make arrests on cases involving suspected narcotics will bolster our current Project Safe Neighborhoods Federal Partnership on Crime Reduction and Safe Cities partnership as well as provide a safe means for all Lansing Police Officers for years to come.

The Lansing Police Department Jail currently has a mandate to positively identify all subjects processed at our facility. In the past, an absence of this policy led to the release of subjects who were able to present some type of false identification. Currently, the process includes utilizing the Live Scan machine. This process, from start to finish, occupies approximately 45 minutes of a detention officers time. While this is not an extreme amount of time or effort, it is inefficient when considering the daily task of prisoner intake, prisoner movement, prisoner welfare responsibilities and prisoner release needs. All of these responsibilities are exacerbated by the all too common program in Law Enforcement: staffing. Currently, the Lansing Police Department has a shortage of detention officers due to retirements, retention, qualified applicants and the hiring processes. In early 2018, a demo version of the DataWorks Plus Evolution portable fingerprint scanner was tested as a means to positively identify detainees. The results were overwhelmingly positive from the detention officers and the detention sergeants. The use of the scanner greatly increased efficiency in the booking process by cutting the identification process down from 45 minutes to well under five. Due to the effective and efficiency of the unit, officers were able to accomplish this task as part of the intake procedure which resulted in less back log and necessary follow up at the busiest times. In addition to efficiency, the officers and sergeants also reported their satisfaction with the efficiency. Officers went so far as to contact the company and receive training to add newly hired officers to the user database. The use of the device and its effectiveness also has a positive effect on the employee morale as they saw how technology could reduce their daily workload. Sadly, the demo unit was returned and not purchased due to budget restrictions.

Project Design and Implementation (Activity)

The project design of the City of Lansing's Thermo Scientific Tru-Narc and DataWorks Plus portable finger print scanner could be put into place immediately. Each unit comes with minimal reoccurring costs such as data plans and testing vials. The associated costs are known and are accepted as the long term responsibility of the Lansing Police Department. The costs associated are also acceptable to each specific department's yearly budget.

Strategic analysis of the requested equipment will be measured in several ways. One such way will be the absence of officer exposures once the testing of unknown substances are resumed. Additionally, the success of narcotic related charges issued at

the time of arrest as opposed to charges being dismissed pending the results of a lab test will also serve as a means to monitor success. There are additional benefits to Raman spectroscopy which will be hard to measure but easily identifiable such as the discovery of specific types of narcotics identified by patrol officers from this comprehensive test and the ability to provide additional training or reports related to the patrol officers as a whole.

The portable finger print scanner will also be measured in terms of a negative or the absence of no positively identifying subjects. This is coupled with the already identified increases in efficiency to the booking intake process. The scanner specifically will have a data plan managed by DataWorks Plus through their current vendor, Verizon, and the unit itself will be managed by the current Lead Detention Officer group at our facility.

Capabilities and Competencies

Additional planning/coordination will include training sessions for officers and sergeants on the use and function of the Tru-Narc. This will be the core responsibility of a select group of trainers such as our current Field Training group as well as Detention Sergeants. Currently plans have one of the units located at the jail and would allow for detention sergeants to assist outside agencies who lodge subjects with our jail. The Detention officers will also be trained on the use of the portable fingerprint scanner from instruction by our Lead Detention Officers.

Plan for Collecting the Data Required for this Solicitation's Performance Measures

The City of Lansing will comply with all associated objectives and deliverables under the solicitation requirements. As a general practice, the Lansing Police Department compiles statistics related to arrests made and specific statutes cited. The Lansing Police will be able to compare the number of subjects lodged for narcotic violations in the forthcoming time periods against the time periods since a ban on substance testing was implemented. Additionally, specific time associated to identification will be captured and can be applied in general terms using statistics captured on persons booked at the Lansing Jail. Using known time requirements for the current process, a comparison will showcase the level of efficiency by means of identifying estimated time saved between the two methods.

Technology Request

Item	Cost	Total
Thermo Scientific Tru-Narc (2)	\$26,025	\$52,050
DataWorks Plus Evolution portable fingerprint scanner	\$3,805	\$3,805
Total Cost		\$55,855.00

2018 Direct Byrne JAG Award Summary Fund Project

Under application 2018-H3971-MI-DJ, the Lansing Police Department requested the use the Byrne JAG funds to assist in the purchase or creation of a real-time crime center. The requested funds (\$106,630) was identified as covering only a portion of the known expense. A real-time crime center that provides a comprehensive integration of surveillance cameras, criminal databases and computer-aided dispatch call analyzes is needed to streamline communication channels throughout our policing efforts and further provide a comprehensive view of real-time crime.

The purpose of this project is to use newly acquired electronic technology to increase officer safety as well as improve departmental operation efficiency.

Goals	Design	Implementation
Goal 1: Obtain 2 Thermo Scientific Tru-Narc devices which would allow the testing of unknown powders.	Design 1.1- Obtain narcotic testing devices. One device would be assigned to the LPD Detention unit and another unit would be assigned to patrol operations. This would improve officer safety and offer a method to conduct a field test on in-custody narcotic cases	Implementation 1.1- After the devices are obtained, training sessions would occur for sergeants assigned to patrol and detention. This would allow in more accountability for the device while also requiring less training of personnel. Implementation could be accomplished in less than 60 days if training was available.
Goal 2- Introduce technology allowing detention officers to use a portable finger print scanner during the booking process.	Objective 2.1- to increase the efficiency of the department detention center but introducing a quick and effective method of positively identifying subjects processed at the jail.	Implementation 2.1- Detention Sergeants will be responsible for housing the device and will also be trained on its operation and upkeep. The device was tested by the detention sergeants and was found to be simple and practical. The sergeants are already trained on its use and the detention staff has permissions to manage user accounts. Implementation would be accomplished in less than 60 days.

August 31, 2018

Lt. Robert Backus
Lansing Police Department
120 W. Michigan Ave
Lansing, MI 48933

Quote: MI2018-0831-1918 v1 RAPID-ID(3)

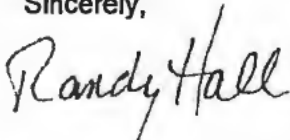
Lt. Backus,

DataWorks Plus is pleased to respond to the Lansing Police Department's continued interest in the DataWorks' Mobile Fingerprint Identification System (Mobile-ID). We have provided pricing for one additional "All-Inclusive" device. This proposal is based upon a direct connection to the Michigan State Police and submitting prints to the Michigan State Police AFIS and FBI RISC database.

DataWorks Plus provides the Lansing Police Department with a unique opportunity to be able to provide a best of breed system allowing identification officers the ability use any state approved biometric identification device from any vendor. We have provided an overview of the system functionality and workflow with our Mobile Fingerprint Identification application also known as SAF-ID. Being hardware agnostic we can mix and match devices depending upon your specific needs.

DataWorks Plus appreciates the opportunity to present this proposal and look forward to working with you on this and other information systems or biometric needs. If you have any questions regarding this proposal, please do not hesitate to contact us.

Sincerely,



Randy Hall
Senior Account Executive
610-322-9559
rhall@dataworksplus.com

Pricing

Positive Identification WEAP-PI			
Software and Services	Unit Cost	Qty	Total Cost
Evolution NP, SAF-ID Client Access License	\$ 2,250.00	1	\$ 2,250.00
Two-Factor Authentication Client	\$ 250.00	1	\$ 250.00
Wireless Charger	\$ 110.00	1	\$ 110.00
Configuration & Remote Installation Services	\$ 360.00	1	\$ 360.00
One Year Warranty	Incl.		Incl.
Sub-Total			\$ 2,970.00
Data plan \$35 per month billed annually	\$ 420.00	1	\$ 420.00
Total			\$ 3,390.00
24/7 Maintenance Year Two & subsequent years			\$ 415.00
Notes:			
Lansing PD is responsible for all network connectivity to the State Police including any CJIS requirements.			

Prices Good Until December 1, 2018

Quoted pricing includes the following services:

- ☛ Shipping, Integration, and Installation.
- ☛ Delivery approximately 60-90 days after receipt of order.
- ☛ Twelve-month warranty, commencing at delivery*
- ☛ Administrative, Trainer, & User Training

*Components, such as printers, cameras, interfaces, etc., purchased after the initial system order will be limited to a 90 day warranty.

Additional engineering effort by DataWorks Plus beyond the scope of the standard product will be charged at our standard rate of \$180 per hour, plus any related travel or administrative expenses.

Upon expiration of warranty for the above software, services and equipment, Twenty-four (24/7) maintenance is available at 14% of the system list price, and is renewable annually thereafter at then current pricing.

DataWorks Plus appreciates the opportunity to present this proposal, which will be valid for 90 days, after which availability and prices are subject to change. To confirm your requisition, please submit your purchase order within this time frame. Prices are exclusive of any and all state, or local taxes, or other fees or levies. This quote is subject to the following conditions:

1. Payment due upon installation
2. Payment net thirty (30) days from receipt of invoice.
3. Warranty begins upon installation.

Sales Quotation

Quote Number	Created Date	Exp. Delivery Terms	Page
00153387	08/29/2018	ARO	1 / 8
Contact:	Phone	Payment Term	Valid To
Michael Nagle		Net 30	12/28/2018
Inco Terms		Shipping Method	
FOB Origin - Tewksbury		Fed Ex 2nd Day	

Thermo Scientific Portable Analytical Instruments Inc.

2 Radcliff Rd
Tewksbury, Massachusetts 01876
United States

Submitted To:

Robert Backus
Lt.
Special Operations
Lansing Police Department
120 W Michigan
Lansing, Michigan 48933
United States

Phone: (517) 483-4821
Email: robert.backus@lansingmi.gov

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

To Place an Order:

Contact: Michael Nagle
Phone: (617) 716-9831
Fax:
Email: michael.nagle@thermofisher.com
Additional instructions, terms & conditions on last page

Pos.	Product Code	Product Name	Discount	Sales Price	Quantity	Total Price
10	800-01043-01	TruNarc, Unlimited, Warranty - 3 Yrs, Train-12 <i>List Price: USD 26,900.00</i> <i>TruNarc Unlimited Model with 3 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students within the Continental United States (CONUS) - expires 9 months after date of purchase.</i>	5.00%	USD 25,555.00	2	USD 51,110.00
20	810-01462-01	TruNarc Solution Kit (Type H) - 100, English <i>List Price: USD 495.00</i> <i>TruNarc Solution Kit (Type H) for identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100 Solution Vials with Ethanol. Note that because of the Ethanol, this product ships as a Hazardous Goods shipment.</i>	5.00%	USD 470.25	2	USD 940.50
Total Discount:				USD 2,739.50	Total:	USD 52,050.50

Additional Comments:

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Acceptance of Purchase

Quote: TN x 2 S3

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical Instruments Inc. Terms and Conditions of Sale attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order that your company issues and (iii) the Terms and Conditions shall exclusively govern the transaction(s) contemplated hereby

_____ Signature of authorized company representative	_____ Date	_____ Phone#
_____ Print Name	_____ Title	_____ Email
_____ Model #	_____ Amount + S&H	_____ Purchase Order Number

E-mail to: pai.sales.ops@thermofisher.com

Fax to: 1-877-680-2568

Order Processing Address:

michael.nagle@thermofisher.com

Thermo Scientific Portable Analytical Instruments Inc

2 Radcliff Road

Tewksbury, MA 01876

Remit check Payment To:

Thermo Scientific Portable Analytical Instruments Inc

PO Box 415918

Boston, MA 02241-415918

Payment Details

Method of Payment

- ☐ Net 30 (Attach Credit Application & Credit References)
- ☐ Credit Card
- ☐ Check
- ☐ Wire Transfer

Sales Tax Application

- ☐ Yes Apply Sales Tax
- ☐ No

- If no, you must provide a copy of your tax exemption certificate along with your purchase order.

Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)

Address Verification

Please make corrections if necessary below:

Bill to:

120 W Michigan Avenue

Lansing, Michigan 48933

United States

Ship to:

120 W Michigan Avenue

Lansing, Michigan 48933

United States

Additional Options / Accessories

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

A part of: **ThermoFisher**
SCIENTIFIC

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THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC – TERMS AND CONDITIONS OF SALE

Last revised June 2017

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** Thermo Scientific Portable Analytical Instruments Inc. ("Seller") hereby offers for sale to the buyer ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. **DELIVERY CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, FOB Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time; Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.

6. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to & risk of loss to the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

7. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace Products and/or provide additional parts or services as reasonably necessary to cause the Products to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Seller further reserves the right, in its sole discretion, to extend any Warranty Period if at the time that the Warranty Period would otherwise expire, there are ongoing concerns regarding a Product's conformance to the warranty stated herein. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

11. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents.

12. HAZARDOUS MATERIALS. Some Products may require special packaging, labelling, marking and handling. Carriers may add additional freight charges for the handling or transporting of these materials. The consolidating of such material with other Products may be prohibited. Additional freight charges will be billed per Seller's shipping terms. Be sure to advise Seller of shipping instructions for these hazardous materials to reduce your freight costs.

13. MEDICARE/MEDICAID REPORTING REQUIREMENTS. If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer shall make written request to Seller in the event Buyer requires additional information from Seller in order to meet its reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.

14. MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (j) Seller may, in its sole discretion, provide (1) applicable Product training to Buyer or its employees, or (2) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees that any such samples shall be distributed to patients for patient use or, if not so distributed, returned to Seller. Buyer shall not use such samples to provide care to patient and shall not bill patients or third party payers for the provision of such samples. (k) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in this Agreement or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with HIPPA, cGMP or CT-PAT; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any Products or services provided hereunder for any period of time, any right of Buyer, itself or through any third party, to remediate any defects in, replace or reperform, any Products at Seller's cost or expense, any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation, any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market, or any waiver by Seller of any right to enforce any of the terms hereof).

Reply | Delete Junk |

Tru Narc Sole Source

MJ

McClure, Joe

Reply |

Today, 1:45 PM

Robinson, Stephanie; Backus, Robert

Inbox

Sole Source COL tru nar...

273 KB

Show all 1 attachments (273 KB) Download Save to OneDrive - lansingmi.gov

Action Items

Hi Stephanie,

Awhile back, you informed me that a source letter was needed related to the Tru Narc purchase. Attached is that letter.

Please let me know when it is approved. I will then submit a requisition.

Thank you.

Joe J. McClure*Budget Control Supervisor***Lansing Police Department**

120 W. Michigan Ave. | Lansing, MI 48933

O: 517-483-4808 | F: 517-377-0166 | E: joe.mcclure@lansingmi.gov[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)

Andy Schor, Mayor



Mike Yankowski, Chief

MAX



LANSING CITY COUNCIL
GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: February 22nd, 2019

GRANT NAME: Byrne Justice Assistance Grant (JAG) LOCAL State of Michigan,

DEPARTMENT: Lansing Police Department

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Lt. Rob Backus Robert.backus@lansingmi.gov, 483-4821

APPLICATION DATE 9/14/18

AWARD DATE: 10/01/2018

GRANT CYCLE: 10/1/18-9/30/2019_____

Check One: ____Annual ☒ One-Time

FUND AMOUNT: \$55,855.00 (Breakdown below should total this amount)

GOODS & SERVICES 55,855.00

PERSONNEL

CONSTRUCTION \$0.00

LAND \$0.00

OTHER (Training)

CITY MATCH (IF APPLICABLE): \$0

GRANT PAYS FOR: Equipment-drug testing unit and finger print identification unit

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

This is a grant to assist with the cost of technology. The Lansing Police requested funds to use toward purchasing 2 Thermo Scientific drug identification units as well as one mobile finger print identification unit from DataWorks

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

WHEREAS, Lansing Police Department has submitted application to the Michigan State Police (MSP) , Grants and Community Services Division for funding to be utilized for Lansing Police Technology Enhancements; and

WHEREAS, the Lansing Police Department was informed on January 3, 2019, that it has been selected to receive funding in the amount of \$55,855.00; and

WHEREAS, local match funds are not required; and

WHEREAS, the Lansing Police Department (LPD) will be a sub recipient of MSP for this Byrne Justice Assistance Grant (JAG); and

WHEREAS, the designated Lansing Police Technology Enhancements will include Tru-Narc analyzers and a mobile fingerprint scanner, which will greatly increase LPD's ability to identify both illegal substances and detained individuals increasing officer safety and Department efficiency;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the State of Michigan Byrne JAG in the amount of \$55,855.00 for the program period (October 1, 2018 through September 30, 2019); and

BE IT FINALLY 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 funds.

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson CPPB, Senior Buyer
DATE: May 20, 2019
SUBJECT: Sole Source Purchase – David Carter – MATS Data Analysis

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 Police Department – Administration
Vendor: David Carter
Item Purchased: MATS Data Analysis

Dollar Amount: \$ 19,500.00 (FY19 account 103201.743000)

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).

sr

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Samantha Harkins, Chief of Staff

FROM: Stephanie Robinson, CPPB, Senior Buyer

DATE: April 16, 2019

SUBJECT: Sole Source – Dr. David Carter, MATS Forms Data Analysis

The Lansing Police Department requests that Dr. David Carter continue to be designated as sole source for the department's MATS forms data analysis project.

Please see the attached letter from Chief Mike Yankowski regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Dr. David Carter, in the amount of \$ 19,500 for FY19, per the request of the Lansing Police Department.

Attachment

Date: 4-17-19

Approved X Denied _____

[Signature]
Andy Schor, Mayor



Andy Schor, Mayor

**Lansing Police Department
Administrative Services Division**

Captain Eric Eichenberg

120 West Michigan Avenue

Lansing, MI 48933

Phone: (517) 483-4806

Fax: (517) 377-0166



Mike Yankowski, Chief

To: Stephanie Robinson, Purchasing Department Senior Buyer
From: Mike Yankowski, Chief of Police
Subject: Sole Source Request – Tri-County Metro
Date: April 12, 2019

The Lansing Police/Tri-County Metro (TCM) Narcotics Operations have identified the need to replace two vehicles being used in TCM Narcotics Operations.

Due to the nature of the operations, the vehicles must blend into the environment in which they are deployed. This is fulfilled by driving used vehicles rather than new models. While the goal is to keep the vehicles themselves hidden and covert, through the course of use over years, their existence and their specifics are revealed.

Currently, the TCM fleet is made up of different makes and models as well as colors to diversify our efforts to blend in. Due to the nature of sales of pre-owned vehicles, it is financially advantageous to purchase multiple vehicles from one dealer who offers a wide inventory. TCM requested inventory and pricing from a number of local area dealerships and then reviewed them for price and functionality. The decision was made to purchase the following vehicles:

2012 Kia Sportage,	59k miles	\$12,000.00
2015 Chevrolet Malibu	49.5k miles	\$12,000.00

I am requesting a sole source total purchase approval of \$24,000 for the two above listed vehicles. The funds to pay for the two vehicles will come from the Tri-County Metro Narcotics fund budget.

Thank you for your assistance with this matter,


Mike Yankowski, Chief of Police

"Capital City's Finest"



Tri-County Metro Narcotics Squad

120 W. Michigan Ave., Lansing MI 48933
(517)394-5588 Office (517)394-3225 Fax

April 09, 2019

To: Stephanie Robinson, Purchasing Department Senior Buyer
From: Thomas Kish, Commander, Tri-County Metro Narcotics
Subject: Sole Source Request- Replacement Vehicle Purchases

The City of Lansing Fiduciary on behalf of Tri-County Metro (TCM) Narcotics Operations are working to replace two vehicles being used in TCM narcotics and investigative operations.

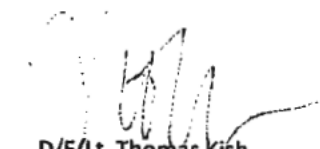
Due to the nature of the operations, the vehicles must blend into the environment in which they are deployed. This is fulfilled by driving used vehicles rather than new models. While the goal is to keep the vehicles themselves hidden and covert, through the course of use over a period of years their existence and their specifics are eventually revealed.

Currently, the TCM fleet is made up of vehicles that are more commonly associated with police use. The intent is to change this which provides both a tactical and financial benefit. Due to the nature of sales of pre-owned vehicles, it is financially advantageous to purchase multiple vehicles from one dealer who offers a wide inventory. TCM requested inventory and pricing from many local area dealerships and then reviewed them for price and functionality. The decision was made to purchase the following vehicles from Shaheen Chevrolet in Lansing:

2012 Kia Sportage,	59,000 miles	\$12,000.00
2015 Chevrolet Malibu	49,500 miles	\$12,000.00

I am requesting a sole source purchase approval of \$24,000 for the two above listed vehicles. The funds to pay for the two vehicles will be expensed to Tri-County Metro Narcotics fund budget and has received board approval.

Thank you for your assistance with this matter,


D/F/Lt. Thomas Kish
Commander, MSP First District Task Force Section/TCM

Chief Mike Yankowski
City of Lansing Police Department
Board Chair, Tri County Metro Narcotics



Purchase Agreement

Curtis Remsing
Shaheen Chevrolet
632 American Road
Lansing, MI 48911

Buyer	Co-Buyer	Vehicle
Mantis (no name) 7119 N CANAL RD Lansing, MI 48913 D: (517) 394-5588 eberhardt@mlchigan.gov		2012 Kia Sportage LX VIN: [REDACTED] Stock #: SP12845 Mileage: 59,999 Color: Sand Track

Customer Trade					
	Year Make Model	VIN	Engine	Mileage	Payoff
0	0				\$0.00

		Cash Down		
		0.00	0.00	0.00
Term	APR	Payments		
0	0%	\$12,015	\$12,015	\$12,015

Purchase Details	
Retail Price:	\$12,000.00
Sales Price:	\$12,000.00
Savings:	\$0.00
Accessories:	\$0.00
Service Contract:	\$0.00
GAP:	\$0.00
Government Fees:	\$15.00
Proc/Doc Fees:	\$0.00
Total Taxes:	\$0.00
Total Sales Price:	\$12,015.00
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Amount Financed:	\$12,015.00

X

Customer Signature

Date

Disclaimer:

Subject to Lender Approval

X

Manager Signature

Date

Printed 4/10/19 1:53 PM



Purchase Agreement

Curtis Remsing
Shaheen Chevrolet
632 American Road
Lansing, MI 48911

Buyer	Co-Buyer	Vehicle
Mantis (no name) 7119 N CANAL RD Lansing, MI 48913 D: (517) 394-5588 eberhardt@michigan.gov		2015 Chevrolet Malibu LS w/1LS VIN: [REDACTED] Stock #: 76520A Mileage: 49,482 Color: Silver Ice Metallic

Customer Trade					
	Year Make Model	VIN	Engine	Mileage	Payoff
0	0				\$0.00

		Cash Down		
		0.00	0.00	0.00
Term	APR	Payments		
0	0%	\$12,015	\$12,015	\$12,015

Purchase Details	
Retail Price:	\$13,100.00
Sales Price:	\$12,000.00
Savings:	\$1,100.00
Accessories:	\$0.00
Service Contract:	\$0.00
GAP:	\$0.00
Government Fees:	\$15.00
Proc/Doc Fees:	\$0.00
Total Taxes:	\$0.00
Total Sales Price:	\$12,015.00
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Amount Financed:	\$12,015.00

X

Customer Signature

Date

Disclaimer:

Subject to Lender Approval

X

Manager Signature

Date

Printed 4/10/19 1:48 PM

CITY OF LANSING
LBWL PURCHASING OFFICE
1110 S PENNSYLVANIA AVE
LANSING, MI 48912
PH: 517-702-6197
FX: 517-702-6042

PURCHASE ORDER

TO:
SHAHEENS CHEVROLET
632 AMERICAN ROAD
LANSING MI 48911

SHIP TO:
CITY OF LANSING
LPD
120 W MICHIGAN AVE 4TH FLR
LANSING MI 48933

P.O. NUMBER:
P085971
*[The P.O. number must appear on
all related correspondence,
shipping papers, and invoices]*
PR014384

SEND INVOICE TO: CITY OF LANSING, LPD, 120 W MICHIGAN AVE 4TH FLOOR, LANSING MI 48933

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
4/18/2019	CHIEF YANKOWSKI	BEST WAY	DESTINATION	DOR

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	EA	2012 KIA SPORTAGE	12015.00	12015.00
1	EA	2015 CHEVROLET MALIBU LS	12015.00	12015.00

SUBTOTAL	24030.00
SALES TAX	
SHIPPING AND HANDLING	
OTHER	
TOTAL	\$24030.00

1. Please send a copy of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to:
Stephanie Robinson
LBWL PURCHASING OFFICE
1110 S PENNSYLVANIA AVE
LANSING, MI 48912
PH: 517-702-6197
FX: 517-702-6042

Authorized by Stephanie Robinson

Pick the Date

City of Lansing
PURCHASE ORDER STATUS INQUIRY
PURCHASE ORDER INFORMATION

Report Date: 07/01/2018

PO Number: **P085971** Vendor: **V047510** SHAHEEN CHEVROLET INC
PR Number: **PR014384** Addr Cd: **PR** 632 AMERICAN ROAD
LANSING, MI 48911-5980

Open Order

Confirm: CHIEF YANKOWSKI	Requested by: JMCCLURE	Req. Dt: 04/18/2019	Blanket Number:
Account:	Approved Status: APRV	Apr Dt: 04/18/2019	Blanket Amount: 0.00
Bid:	Printed by: SROBINSO	Print Dt: 04/18/2019	Blanket Remaining: 0.00
Contract:			Buyer: B003
Ship To: S90600	End Use: TCM - LT. THOMAS KIS		Req. Codes:
Bill To: S90600	Terms: CIA		

ITEMS

Item	Qty Ordered	Qty Received	UN	Unit Price	Key	Object	Tax1 Tax2	Discount Charges	Extended	Catalog Ship To	F/A Whse	Print Chg
0001	1	0	EA	12,015.00	2653253	978000	0.00		12,015.00		N	Y
2012 KIA SPORTAGE LX VIN:												
0002	1	0	EA	12,015.00	2653253	978000	0.00		12,015.00		N	Y
2015 CHEVROLET MALIBU LS												
W/ILS VIN:												
49,482												
MILES												

APPROVAL STATUS

This Requisition has been approved

Status	Approver	Received In	Processed Out
Accepted	Joe McClure	2019/04/18 12:38:26	2019/04/18 12:32:29
Accepted	Joe McClure	2019/04/18 13:58:33	2019/04/18 13:54:38
Accepted	Stéphanie Robinson	2019/04/18 14:45:43	2019/04/18 14:04:00

ENCUMBRANCES

Item #	Key	Object	Reference #	Post Date	EN Amount	PD Amount	T	Pav
0001	2653253	978000	P085971	04/18/2019	12,015.00		EN	
0002	2653253	978000	P085971	04/18/2019	12,015.00		EN	
Balance:						24,030.00		



Andy Schor, Mayor

**Lansing Police Department
Administrative Services Division**

Captain Eric Eichenberg

120 West Michigan Avenue

Lansing, MI 48933

Phone: (517) 483-4806

Fax: (517) 377-0166



Mike Yankowski, Chief

To: Stephanie Robinson, Purchasing Department Senior Buyer
From: Mike Yankowski, Chief of Police
Subject: Sole Source Request – David L. Carter
Date: April 15, 2019

With this memo, I am requesting approval for Dr. Carter to continue, on a sole source basis, to provide LPD an annual Management Analysis of Traffic Stops (MATS). Such analysis is used to detect any pattern of officer behavior that may suggest evidence of racial profiling.

LPD's first arrangement with Dr. Carter was in 2000. Dr. Carter's current fee of \$19,500 has remained the same since 2007.

His work has always been outstanding. His research has been thorough, his findings without reproach, and his reports exemplary.

Thank you for your assistance with this matter.

A handwritten signature in blue ink, appearing to read "Mike Yankowski".

Mike Yankowski, Chief of Police

**INVOICE FOR PROFESSIONAL SERVICES
DAVID L. CARTER, CONSULTANT**

2 April 2019

Chief Michael Yankowski
Lansing Police Department
120 West Michigan Avenue
Lansing, MI 48933

PROFESSIONAL FEES:

LPD MATS Data Analysis

Data cleaning, statistical file creation, data analysis and
report writing of the LPD MATS data collection program;
for a 12 month analysis of data in production of the MATS
report.

\$19,500

Subtotal Fees _____ \$19,500

EXPENSES:

Flat Rate - Expenses Included - No Separate Billing

-0-

Subtotal Expenses _____ -0-
TOTAL AMOUNT DUE \$19,500

Make Check Payable to:

DAVID L. CARTER
3285 HULETT ROAD
MASON, MI 48854-9417
Ph. (517) 410-7846
E-mail: carterd@msu.edu

Submitted By: _____



David L. Carter

TERMS: Payable on Receipt

CITY OF LANSING
LBWL PURCHASING OFFICE
1110 S PENNSYLVANIA AVE
LANSING, MI 48912
PH: 517-702-6197
FX: 517-702-6042

PURCHASE ORDER

TO:
DAVID L CARTER
3285 HULETT RD
MASON MI 48854

SHIP TO:
CITY OF LANSING
LPD
120 W MICHIGAN AVE 4TH FLR
LANSING MI 48933

P.O. NUMBER:
P085969
*[The P.O. number must appear on
all related correspondence,
shipping papers, and invoices]*
PR014383

SEND INVOICE TO: CITY OF LANSING, LPD, 120 W MICHIGAN AVE 4TH FLOOR, LANSING MI 48933

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
4/18/2019	CHIEF YANKOWSKI	BEST WAY	DESTINATION	DOR

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	EA	MATS DATA ANALYSIS	19500	19,500.00

SUBTOTAL	
SALES TAX	
SHIPPING AND HANDLING	
OTHER	
TOTAL	\$19,500.00

1. Please send a copy of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to:
Stephanie Robinson
LBWL PURCHASING OFFICE
1110 S PENNSYLVANIA AVE
LANSING, MI 48912
PH: 517-702-6197
FX: 517-702-6042

Authorized by Stephanie Robinson

Pick the Date

City of Lansing
PURCHASE ORDER STATUS INQUIRY
 PURCHASE ORDER INFORMATION

Report Date: 07/01/2018

PO Number: **P085969** Vendor: **V000362** **DAVID L CARTER**
 PR Number: **PR014383** Addr Cd: **PR** **3285 HULETT RD**
MASON, MI 48854-9417

Open Order

Confirm: DAVID CARTER	Requested by: JMCCLURE	Req. Dt: 04/18/2019	Blanket Number:										
Account:	Approved Status: APRV	Apr Dt: 04/18/2019	Blanket Amount: 0.00										
Bid:	Printed by: SROBINSO	Print Dt: 04/18/2019	Blanket Remaining: 0.00										
Contract:			Buyer: B003										
Ship To: S20300	End Use: CHIEF YANKOWSKI		Req. Codes: <table border="1"><tr><td>DE</td><td>BW</td><td>SS</td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table>	DE	BW	SS							
DE	BW	SS											
Bill To: S20300	Terms: DUE UPON RECEIPT												

ITEMS

Item	Qty Ordered	Qty Received	UN	Unit Price	Key	Object	Tax1 Tax2	Discount Charges	Extended	Catalog Ship To	F/A Print Whse Chg
0001	1	0	EA	19,500.00	1013201	743000	0.00		19,500.00		N Y

MATS DATA ANALYSIS

APPROVAL STATUS

This Requisition has been approved

Status	Approver	Received In	Processed Out
Accepted	Joe McClure	2019/04/18 9:15:30	2019/04/18 9:14:52
Accepted	Joe McClure	2019/04/18 9:16:12	2019/04/18 9:16:00
Accepted	Stephanie Robinson	2019/04/18 9:16:41	2019/04/18 9:16:15

ENCUMBRANCES

Item #	Key	Object	Reference #	Post Date	EN Amount	PD Amount	I	Pay
0001	1013201	743000	P085969	04/18/2019	19,500.00		EN	
					Balance:	19,500.00		



XV.B.1.A

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

Friday, June 07, 2019

Kaur, Bhupinder
C/O Sal Gani, Attorney
sal@ganilaw.com

RID # RQ-1905-07447 **Reference/Transaction:** Transfer of Escrowed SDM License

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: Kaur, Bhupinder

Business address and phone number: 1200 W Willow St, Lansing, MI 48915

Home address and phone number of partner(s)/subordinates:
Bhupinder Kaur, 815 Powderhorn Dr, Lansing, MI 48917, C: 517-819-2244

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

SR
cc:

May 24, 2019

Honorable Mayor of the City of Lansing
Members of the Lansing City Council
City Hall – 10th Floor
124 W. Michigan Avenue
Lansing, MI 48933

Dear Mr. Mayor and City Council Members,

I am writing you today to offer our position on a development project currently before you for consideration. The project in discussion is the former Kmart store at 5400 South Cedar Street.

We have reviewed the U-Haul corporation's plans and concepts that have been submitted for the adaptive reuse of the former Kmart building. Our interest came from the current construction and ownership of a directly adjacent office building we have developed for the State of Michigan. Our project, just recently occupied, brings a new 24,000 square foot office building to Jolly Cedar Court with its 110 employees.

When we started our project seven months ago the Kmart building was an eye sore and detriment to our development. After years of neglect our south lot line was filled with debris and refuse as a result of the building's vacancy. We took the initiative to not only clean up our site but the adjoining north lot line of the Kmart site. Today we are proud of the \$4,000,000 new building improvement to South Lansing. Our hope is the process can be continued with the approval of the U-Haul project before you.

Gentilozzi Real Estate has been an active developer in the greater Lansing area for forty-nine years accomplishing more than \$150,000,000 of developments; projects like One Michigan Ave., The Grand Tower and The Victor Office Center. We try to be good neighbors and consider our partnership with the City of Lansing as fundamental in our success.

I can say to you that the U-Haul project is 100% positive from our view. The reuse and redevelopment of the Kmart location is just in time to help change the development curve. New developments breed more new developments and that provides a tax base increase helping the City grow and maintain.

I have included a picture of our new building and hope that you have a chance to visit soon. I thank you in advance for your consideration.

Respectfully,



Paul Gentilozzi
President – Gentilozzi Real Estate



RECEIVED
MAY 17 2019
LANSING CITY COUNCIL

TONY BENAVIDES
3337 S. Catherine St., Lansing, MI, 48911
Phone: (517) 256-6157

May 8, 2019

Honorable Council President Carol Wood and
Honorable Members of the Lansing City Council

I wish to thank you for the great honor you have bestowed on me by naming the Lansing Council Chambers the Tony Benavides Lansing City Council Chambers. I am truly humbled by the action taken by Council Members. It is difficult to fully express what this honor means not only to me but to my family. I didn't know what to say when I was informed of this action. Such an honor is never sought or expected.

It was always a privilege and an honor for me to work for the citizens of Lansing. Lansing is my home and I will continue to extol the greatness of our city. We have accomplished milestones that were not easy to achieve and your hard work has set an example of what can be achieved through cooperation and hard work. We are fortunate to have your expertise and commitment dedicated to us, the citizens.

Thank you, each of you, for this honor and for your commitment to our great city. I know God will continue to bless your hard work.

Sincerely



Tony Benavides,