

AGENDA

Committee on Ways and Means AGENDA FOR FEBRUARY 1, 2024 AT 3:00 PM



Lansing City Hall, City Council Conference Room
124 W. Michigan Avenue, 10th Floor

To provide input or ask questions on any item that is listed on the agenda,
members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting.
view on: <https://www.youtube.com/@lansingcitycouncil4446/streams>

Council Member Spadafore, Chairperson
Council Member Carter, Vice Chairperson
Council Member Brown, Member

- 1. Call to Order**
- 2. Roll Call**
- 3. Minutes**
 - A. December 11, 2023
- 4. Public Comment on Agenda Items (Up to 3 Minutes)**
- 5. Discussion/Action:**
 - B. RESOLUTION - Workers Compensation Settlement; Claim #WC 2062876-01143
 - C. RESOLUTION - Workers Compensation Settlement; Claim #WC 2876-21-0002849
 - D. RESOLUTION - Grant Acceptance; Revitalization and Placemaking (RAP) Grant Amendment 1
 - E. PLACE ON FILE - Sole Source Purchase; Police Department requests Flock Group as the vendor for License Plate Recognition Cameras
 - F. PLACE ON FILE - Sole Source Purchase; Police Department request for DJ's Auto Sales as the vendor for the purchase of 2 vehicles
 - G. PLACE ON FILE - Sole Source Purchase; Public Service Department requests Kennedy Industries Inc as the vendor for Flygt Vertical Dry Pit Sewage Pump
 - H. PLACE ON FILE - Sole Source Purchase; Finance Department requests Plante and Moran as the vendor for Federal E-Filing and Print/Mail Services
- 6. Other**
- 7. Adjourn**

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

DRAFT



MINUTES
Committee on Ways and Means
Monday, December 11, 2023 @ 4:30 p.m.
City Council Conference Room

CALL TO ORDER

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

PRESENT

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

OTHERS PRESENT

Sherrie Boak, Council Office Manager
Lisa Hagen-Lawrence, OCA
Greg Venker, OCA
Anethia Brewer, District Court
Emily Linden, Internal Auditor
Brianna Auten, District Court
Toni Young, HRCS
Brianna Auten, District Court
Delvata Moses, HRCS

Minutes

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

Public Comment

No public comment at this time.

Discussion/Action:

RESOLUTION – Grant Acceptance; DWI Sobriety Court Grant

Ms. Brewer explained the annual grant, and briefly explained the work the Courts do. This was initiated by Judge Louise Alderson, and not Judge Buchanan is moving this Sobriety Court forward. There are number of courts in the area that reach out to 54-A for guidance, and they are still taking on where courts look to them for assistance.

Ms. Auten outlined that there are 20 active participants, and with graduation this Thursday there

DRAFT

will be 2 graduates. In this FY there are 11 new, and 16 successful completions. The program has been around since 2005, and since then 248, and 229 discharges, and 161 successful discharges. For the \$33,000 of this upcoming FY, there will be funds for random testing, monitoring, inter-office services, supplies, assistance for participants, organizations skills, and incentives for participants. They also send two people to training which include the judge and probation officer. Ms. Brewer noted that the court has a great working relationship with CATA, and they provided bus passes that they were able to provide to the participants.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR THE DWI SOBRIETY COURT GRANT. MOTION CARRIED 2-0.

DISCUSSION- SOLE SOURCE – Human Relations and Community Services request Michigan Fair Contracting Center as the vendor for prevailing wage and payroll certification services

Ms. Moses explained the sole source is with Michigan Fair, due to the loss of an employee that handled the prevailing wage. Since there are a lot of contract going in and out, and the critical work status of this item, they were recommended by other departments in the City that have utilized Michigan Fair Contracting Center. They have worked for the City in the past, and doing similar services.

Council Member Spadafore asked how long the contract was for. Ms. Moses stated it is for 2 years, with a 30 day out. Council Member Spadafore asked if they plan to replace the employee that was doing this, and Ms. Moses stated they do plan on filling that position.

Council Member Wood confirmed she did research the Michigan Fair Contracting, and they all had good recommendations.

MOTION TO PLACE ON FILE. MOTION CARRIED 2-0.

OTHER

Discussion- FY2024/2025 City Council and Internal Auditor Budget

Council Member Spadafore noted this is due to Mayor's office by December 15, 2023.

Council Member Wood noted that this proposed budget is status quo from the current year, other than raises due longevity and contracts. It allows the flexibility to adjust line items if they need to.

Council Member Spadafore asked if there will be new line items for new Council and it was confirmed.

MOTION BY COUNCIL MEMBER WOOD TO MOVE THE DOCUMENT ONTO THE ADMINISTRATION. MOTION CARRIED 2-0.

ADJOURN

Adjourned at 4:41p.m.

Submitted by,

Sherrie Boak, Recording Secretary,

Lansing City Council

Approved by the Committee on



City of Lansing

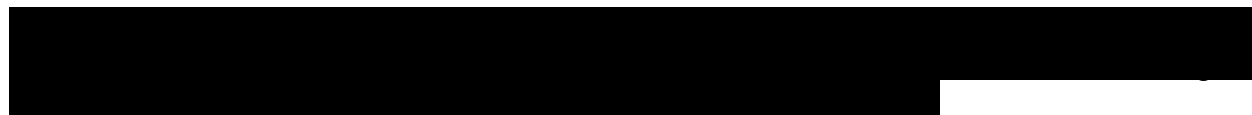
OFFICE OF THE CITY ATTORNEY

TO: Ways and Means Committee

FROM: F. Joseph Abood, Chief Deputy City Attorney

DATE: January 16, 2024

RE: WC Settlement 2062876-01143, Privileged and Confidential



CompOne Administrators, Inc. has evaluated this claim for settlement. We have negotiated settlement amount of \$80,034.00 to release all past, present, and future claims against the City of Lansing.

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

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

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

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

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

WHEREAS, it is proposed that the action be resolved by virtue of entering into a settlement agreement, in which, the City of Lansing would agree to pay Plaintiff the sum amount of eighty thousand thirty four dollars (\$80,034.00) in exchange for a complete redemption and release of the City from any past, present, and future liability regarding any alleged injuries/illnesses whatsoever; and

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

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby approve payment amount of eighty thousand thirty four dollars (\$80,034.00) pursuant to said proposed settlement agreement as a full and final settlement of said action.

BE IT FURTHER RESOLVED that any prior resolution inconsistent with this resolution is hereby null and void and of no further effect.

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



City of Lansing

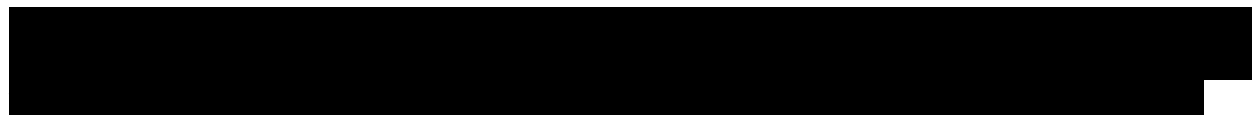
OFFICE OF THE CITY ATTORNEY

TO: Ways and Means Committee

FROM: F. Joseph Abood, Chief Deputy City Attorney

DATE: January 16, 2024

RE: WC Settlement 2876-21-0002849, Privileged and Confidential



CompOne Administrators, Inc. has evaluated this claim for settlement. We have negotiated a settlement of \$33,000.00 to release all past, present, and future claims against the City of Lansing.

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

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

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

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

WHEREAS, the City of Lansing is named as defendant in a workers' compensation action, WC 2876-21-0002849, involving alleged work related injuries/illnesses; and

WHEREAS, it is proposed that the action be resolved by virtue of entering into a settlement agreement, in which, the City of Lansing would agree to pay Plaintiff the sum of thirty three thousand (\$33,000.00) in exchange for a complete redemption and release of the City from any past, present, and future liability regarding any alleged injuries/illnesses whatsoever; and

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

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby approve payment of thirty three thousand (\$33,000.00) pursuant to said proposed settlement agreement as a full and final settlement of said action.

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



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: January 22, 2024

GRANT NAME: Revitalization and Placemaking Program

DEPARTMENT: Various/Economic Development & Planning

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Jake Brower/Mark Lawrence, 517-483-4576

APPLICATION DATE AWARD DATE: 8/16/2023

GRANT CYCLE: 3/3/2021 to 6/30/2026 Check One: ☐ Annual ☒ One-Time

FUND AMOUNT: \$7,694,375 (Breakdown below should total this amount)

GOODS & SERVICES

PERSONNEL

CONSTRUCTION \$7,694,375

LAND

OTHER (Training)

CITY MATCH (IF APPLICABLE): \$0 (private matches by sub-grantees equal to award amount)

GRANT PAYS FOR: Promoting health and safety and addressing impacts on businesses by investing in capital expenditure projects that result in neighborhood features, such as occupied buildings and active public spaces that promote health and safety through revitalization and repurposing of vacant, underutilized, blighted, or historic buildings and investment in place-based infrastructure.

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

Walter French (CAHP) - \$5.0M

DLI Macotta Club - \$1.5M

Land Bank Row Housing (Saginaw near MLK) - \$1.0M

Lansing Center Balcony Renovations – \$0.1M

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

WHEREAS, the Michigan Strategic Fund (the “MSF”), through its Revitalization and Placemaking Program (“RAP”) recently amended its Sub-Grant Grant Agreement with the City of Lansing to award an additional One Million Dollars from its original grant award to a total award amount not to exceed Seven Million Six Hundred Ninety-Four Thousand Three Hundred Seventy-Five Dollars (\$7,694,375), inclusive of the Administrative Amount, to be disbursed under the terms of the Grant Agreement; and

WHEREAS, the purpose of this program is promoting health and safety and addressing impacts on businesses by investing in capital expenditure projects that result in neighborhood features, such as occupied buildings and active public places that promote health and safety through revitalization and repurposing of vacant, underutilized, blighted, or historic buildings and investment in place-based infrastructure; and

WHEREAS, four sub-grant projects have been identified at this time which will utilize these funds for eligible expenditures under the program.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby accepts the Revitalization and Placemaking Program Sub-Grant Grant Agreement (RAP), as amended, from the MSF for the eligible projects.

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, and to execute any necessary agreements upon approval as to form by the City Attorney.

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson, Senior Buyer
DATE: January 4, 2024
SUBJECT: Sole Source Purchase – Flock Group

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

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

Department: Lansing Police Department
Vendor: Flock Group
Item Purchased: License Plate Cameras and software
Dollar Amount: \$ 116,850.00

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).

sr



Andy Schor, Mayor

Lansing Police Department

Office of the Chief of Police

Chief Ellery Sosebee

120 West Michigan Avenue

Lansing, MI 48933

Phone: (517) 483-4606

Fax: (517) 483-4617

ellery.sosebee@lansingmi.gov



Ellery Sosebee, Chief

To: Stephanie Robinson

Date: 1/23/2024

Re: CORRECTED Sole Source Purchase of Flock License Plate Recognition Cameras.

The Lansing Police Department seeks to purchase 19 Flock Safety (LPR) cameras for use at eight (8) locations in Lansing, primarily targeting our downtown area. The justification for Flock Safety LPR cameras includes the fact they are the sole manufacturer of their LPR cameras which integrate into the Flock Safety video software. Flock Safety is compatible with LPD's current body worn camera digital evidence system and is owned by the same manufacturer, Axon. Some of the additional proprietary Flock Safety LPR technology includes:

- patented machine vision to analyze vehicle license plates to identify the state and vehicle identifiers (color, type, make)
 - ability to recognize and capture paper temporary plates
 - availability of portable LPR units for flexible locations
 - ability to capture two lanes with one camera
 - solar powered camera units
 - cellular technology for communications
 - motion detection
 - cloud storage utilizing AWS hosting services
 - transparency option for public oversight
 - Amber alert integration
 - option for added gunshot detection acoustic device
 - real-time crime integration
-
- Per Lansing City Ordinance 1218, Section 206.05(c), this Flock Safety sole source letter includes their status as a direct to customer vendor as well as listing the proprietary features of their device.

The MEDC Legislature grant for Capital Security will supply the funds for this purchase, Account 7325117313.977000. The purchase price for this item is \$116,850 for equipment and service (quote attached).

Respectfully Submitted,

"Capital City's Finest"

Flock Safety + MI - Lansing PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Matt Wayne
matt.wayne@flocksafety.com
7345586000



EXHIBIT A
ORDER FORM

Customer:	MI - Lansing PD	Initial Term:	24 Months
Legal Entity Name:	MI - Lansing PD	Renewal Term:	24 Months
Accounts Payable Email:	robert.backus@lansingmi.gov	Payment Terms:	Net 30
Address:	120 W Michigan Ave 2nd Fl Lansing, Michigan 48933	Billing Frequency:	50% of Annual Contract + 100% of Implementation Invoiced at Signing. 25% of Annual Contract Invoiced at First Camera Validation. 25% of Annual Contract Invoiced at Last Camera Validation. Annual payments invoiced for remainder of subscription term.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$57,000.00
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	19	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	19	\$2,850.00
Subtotal Year 1:			\$59,850.00
Annual Recurring Subtotal:			\$57,000.00
Estimated Tax:			\$0.00
Contract Total:			\$116,850.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$31,350.00
At First Device Installed	\$14,250.00
At Last Device Installed	\$14,250.00
Annual Recurring after Year 1	\$57,000.00
Contract Total	\$116,850.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

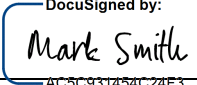
FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: MI - Lansing PD

By: 
Name: Mark Smith
Title: General Counsel
Date: 11/22/2023

By: _____
Name: _____
Title: _____
Date: _____
PO Number: _____

**CITY OF LANSING**

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

TO: FLOCK GROUP INC
1170 HOWELL MILL RD NW STE 210
ATLANTA, GA 30318

PURCHASE ORDER	
P.O. NUMBER	P089622
DATE	12/19/23
VENDOR I.D.	V051093
DELIVERY DATE	
FOB	
REQUISITION NO	PR018864
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

Page 1 of 1

PHONE#

FAX#

DELIVER ITEMS TO:

LANSING POLICE - EEMU
817 W HOLMES RD
LANSING, MI 48910

SEND INVOICE TO:

LANSING POLICE - EEMU
120 W MICHIGAN AVE 4TH FL
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	CONTRACT 2023-000396 PROF FEE 19@\$150 IMPLEMENT FEE FLOCK SAFETY PLATFORM	1	LS	2,850.00	2,850.00
002	CONTRACT 2023-000396 FALCON 19@\$3000 EA /INCLUDES FLOCKOS	1	LS	57,000.00	57,000.00
003	YEAR TWO RECURRING/TERMS CONTRACT 2023-000396 ANNUAL TERM OF CONTRACT 24 MOS 50% OF INITIAL ANNUAL CONTRACT DUE AT SIGNING, 25% OF ANNUAL CONTRACT INVOICED AT FIRST CAMERA VALIDATION, 25% OF ANNUAL CONTRACT INVOICED AT LAST CAMERA VALIDATION-ANNUAL PAYMENTS INVOICED FOR REMAINDER OF SUSBSRIPTION TERM.	1	LS	57,000.00	57,000.00
TAX					0.00
TOTAL					116,850.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

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



CITY OF LANSING

INTERNAL AUDITOR

124 W MICHIGAN AVE FL 10

LANSING MI 48933-1605

(517) 483-4159

Date: February 1, 2024
To: Committee on Ways and Means
From: Emily Linden, Internal Auditor
Subject: Sole Source Purchase - Flock License Recognition Cameras

Overview:

- Department: Lansing Police Department
- Vendor: Flock Group
- Item Purchased: License Plate Cameras and Software
- Dollar Amount: \$116,850
- Justification: Flock is the sole manufacturer of their LPR cameras which integrate into the Flock Safety video software. Flock Safety is compatible with LPD's current body worn camera digital evidence system and is owned by the same manufacturer. (Additional information provided in justification letter.)

Notes:

- The MEDC Legislature grant for Capital Security will supply the funds for this purchase.

Recommendation:

- This purchase meets necessary requirements for sole source purchases and is recommended for approval.

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson, Senior Buyer
DATE: December 7, 2023
SUBJECT: Sole Source Purchase – DJ Auto Sales

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: LPD
Vendor: D J Auto Sales
Item Purchased: Two vehicles for Special Ops and Violent Crime Teams
Dollar Amount: \$ 38,430.00

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).

sr

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson, Senior Buyer
DATE: NOV. 29, 2023
SUBJECT: Sole Source – DJ's Auto Sales

The Lansing Police Department requests that DJ's Auto Sales of Lansing be designated as a Sole Source vendor for the procurement of Two vehicles for Special Operations and Violent Crime Teams.

Please see the attached letter from Chief Ellery Sosebee regarding the request for the two vehicles.

Based on the attached letter we recommend issuing a sole source purchase order to DJ's Auto Sales of Lansing, in the amount of \$ 33,430.00 (\$ 14,915.00 and \$18,515.00) per the request of the Lansing Police Department.

Attachment

Date: _____

Approved _____ Denied _____

Andy Schor, Mayor

VEHICLE PURCHASE ORDER

DJ's Auto Sales

4516 S. Cedar St.
Lansing, MI 48910

Stock No. **C2372N**

Purchaser's Name Lansing Police Department

Date: 11/28/2023

PLEASE ENTER MY ORDER FOR ONE

☐

New

☒

Used

☐

Demo

AS FOLLOWS

Year

2017

Make

Ford

Model

Edge SEL

Color

Silver

Type

SW

Mileage

~83,760

TO BE DELIVERED
ON OR BEFORE

12/15/2023

Notes:

Complete unit sold AS-IS with NO WARRANTY (oral, expressed, or implied) from dealer.

Insurance on this vehicle is required to purchase or transfer a plate.

DEPOSITS ARE NON-REFUNDABLE

BALANCE DOES NOT INCLUDE CREDIT CARD

CONVENIENCE FEES

PRICE OF VEHICLE \$ 14,900.00

DEALER DOCUMENTARY FEE \$ -

TOTAL TAXABLE PRICE \$ 14,900.00

SALES TAX \$ -

TITLE FEE \$ 15.00

LEIN FEE \$ -

REGISTRATION TRANSFER FEE \$ -

PLATE FEE \$ -

RECREATION PASSPORT \$ -

(1) TOTAL CASH PRICE \$ 14,915.00

DOWN
PAYMENT

CASH DEPOSIT \$ -

ALLOWANCE FOR USED VEHICLE TRADE-IN \$ -

LESS BALANCE OWING TO \$ -

(2) DEPOSIT \$ -

DESCRIPTION OF TRADE VIN

Year

Make

Model

Type

Mileage

Plate Number

Exp. Date

TOTAL BALANCE DUE \$ 14,915.00

(1 less 2)

Purchaser intends to use the vehicle primarily for:

☒

personal, family, or household purposes ("personal use")

☐

business, agricultural or other non-personal uses ("commercial use").

X

DJ's Auto Sales (Seller)
Agent

X

(Buyer)

phone: 517-882-6222

fax: 888-723-9523

email: djsautosales17@gmail.com

VEHICLE PURCHASE ORDER

DJ's Auto Sales

4516 S. Cedar St.
Lansing, MI 48910

Stock No. **C2376E**

Purchaser's Name Lansing Police Department

Date: 11/29/2023

PLEASE ENTER MY ORDER FOR ONE

☐

New

☒

Used

☐

Demo

AS FOLLOWS

Year

2021

Make

Jeep

Model

Compass Limited 4WD

Color

Black

Type

SW

Mileage

62,123

TO BE DELIVERED
ON OR BEFORE

12/15/2023

Notes:

Complete unit sold AS-IS with NO WARRANTY (oral, expressed, or implied) from dealer. Insurance on this vehicle is required to purchase or transfer a plate. DEPOSITS ARE NON-REFUNDABLE BALANCE DOES NOT INCLUDE CREDIT CARD CONVENIENCE FEES

PRICE OF VEHICLE	\$	18,500.00
DEALER DOCUMENTARY FEE	\$	-
TOTAL TAXABLE PRICE	\$	18,500.00
SALES TAX	\$	-
TITLE FEE	\$	15.00
LEIN FEE	\$	-
REGISTRATION TRANSFER FEE	\$	-
PLATE FEE	\$	-
RECREATION PASSPORT	\$	-
(1) TOTAL CASH PRICE	\$	18,515.00

DOWN
PAYMENT

CASH DEPOSIT	\$	-
ALLOWANCE FOR USED VEHICLE TRADE-IN	\$	-
LESS BALANCE OWING TO	\$	-
(2) DEPOSIT	\$	-

DESCRIPTION OF TRADE VIN

Year

Make

Model

Type

Mileage

Plate Number

Exp. Date

TOTAL BALANCE DUE \$ 18,515.00

(1 less 2)

Purchaser intends to use the vehicle primarily for:

☒

personal, family, or household purposes ("personal use")

☐

business, agricultural or other non-personal uses ("commercial use").

X

DJ's Auto Sales (Seller)
Agent

X



(Buyer)

phone: 517-882-6222

fax: 888-723-9523

email: djsautosales17@gmail.com



Andy Schor, Mayor

Lansing Police Department

Office of the Chief of Police

Chief Ellery Sosebee

120 West Michigan Avenue

Lansing, MI 48933

Phone: (517) 483-4606

Fax: (517) 483-4617

ellery.sosebee@lansingmi.gov



Ellery Sosebee, Chief

To: Stephanie Robinson, Purchasing Department
 From: Ellery Sosebee, Chief of Police
 Subject: Sole Source Request – Lansing Police Department Special Operations
 Date: November 29, 2023

The Lansing Police Special Operations Section has identified the need to purchase multiple vehicles for use by the Special Operations and Violent Crime Teams. This request is for the purchase of one of the vehicles.

The Special Operations team is tasked with identifying and investigating subjects trafficking controlled substances within our community. The Violent Crime Team is tasked with identifying and apprehending our community's most violent offenders. For both teams, the use of undercover vehicles is paramount to their success at locating and surveilling offenders while putting together a plan for furthering the investigation or apprehension of the offender. 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 common vehicles of standard colors.

Currently, the fleets for the Special Operations and Violent Crime Teams are made up of different vehicle makes, models, and colors to diversify their efforts to blend in. To add to that diversification the below vehicle has been located:

2017 Ford Edge, with 83,760 miles at DJ's Auto Sales in Lansing, \$14,915.00 (see attached)

Lt. McNamara has had this vehicle inspected by Fleet Services. Fleet Services personnel have confirmed that this vehicle is in good shape. Lt. McNamara has searched for comparable vehicles within 100 miles of the Lansing area and has not located the same vehicle for a lower price. Additionally, the state of the national car market crisis has driven the price of used vehicles much higher than normal values. Listed below are the closest comparable vehicles Lt. McNamara was able to locate. However these other vehicles are not located within the City of Lansing, and are not as good of a value as the vehicle selected.

2016 Ford Edge SEL, with 83,000 miles for \$17,700.

2018 Ford Edge SEL, with 77,442 miles for \$19,786.

2018 Ford Edge SEL, with 99,093 miles for \$16,850.

I'm requesting a sole source purchase approval of \$14,915.00 for the above-listed vehicle. Financially distressed Cities, Villages, and Townships grant funds will be utilized to pay for the vehicle.

Thank you for your assistance with this matter.

Ellery Sosebee, Chief of Police

"Capital City's Finest"



Andy Schor, Mayor

Lansing Police Department

Office of the Chief of Police

Chief Ellery Sosebee

120 West Michigan Avenue

Lansing, MI 48933

Phone: (517) 483-4606

Fax: (517) 483-4617

ellery.sosebee@lansingmi.gov



Ellery Sosebee, Chief

To: Stephanie Robinson, Purchasing Department
 From: Ellery Sosebee, Chief of Police
 Subject: Sole Source Request – Lansing Police Department Special Operations
 Date: November 29, 2023

The Lansing Police Special Operations Section has identified the need to purchase multiple vehicles for use by the Special Operations and Violent Crime Teams. This request is for the purchase of one of the vehicles.

The Special Operations team is tasked with identifying and investigating subjects trafficking controlled substances within our community. The Violent Crime Team is tasked with identifying and apprehending our community's most violent offenders. For both teams, the use of undercover vehicles is paramount to their success at locating and surveilling offenders while putting together a plan for furthering the investigation or apprehension of the offender. 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 common vehicles of standard colors.

Currently, the fleets for the Special Operations and Violent Crime Teams are made up of different vehicle makes, models, and colors to diversify their efforts to blend in. To add to that diversification the below vehicle has been located:

2021 Jeep Compass, with 62,123 miles at DJ's Auto Sales in Lansing, \$18,515.00 (see attached)

Lt. McNamara has had this vehicle inspected by Fleet Services. Fleet Services personnel have confirmed that this vehicle is in good shape. Lt. McNamara has searched for comparable vehicles within 100 miles of the Lansing area and has not located the same vehicle for a lower price. Additionally, the state of the national car market crisis has driven the price of used vehicles much higher than normal values. Listed below are the closest comparable vehicles Lt. McNamara was able to locate. However, these other vehicles are not located within the City of Lansing and are not as good of a value as the vehicle selected.

2021 Jeep Compass, with 60,248 miles for \$21,704.

2021 Jeep Compass, with 65,488 miles for \$22,998.

2021 Jeep Compass, with 64,959 miles for \$21,000.

I'm requesting a sole source purchase approval of \$18,515.00 for the above-listed vehicle. Financially distressed Cities, Villages, and Townships grant funds and forfeiture funds will be utilized to pay for the vehicle.

Thank you for your assistance with this matter.

Ellery Sosebee, Chief of Police

"Capital City's Finest"



CITY OF LANSING

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

TO: DJS AUTO SALES
4516 S CEDAR ST
LANSING, MI 48910

PURCHASE ORDER	
P.O. NUMBER	P089584
DATE	12/07/23
VENDOR I.D.	V050658
DELIVERY DATE	
FOB	
REQUISITION NO	PR018813
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	2017 FORD EDGE SEL (C2372N) VIN [REDACTED]	1	EA	14,900.00	14,900.00
002	2017 FORD EDGE-C2372N-TITLE VIN [REDACTED]	1	EA	15.00	15.00
003	2021 JEEP COMPASS 4DR (C2376E) VIN [REDACTED]	1	EA	15,085.00	15,085.00
004	2021 JEEP COMPASS 4DR (C2376E) VIN [REDACTED] REM BAL DUE AFTER VCI GRANT	1	EA	3,430.00	3,430.00
005	2021 JEEP COMPASS-C2376E-TITLE VIN [REDACTED] BAL DUE AFTER VCI GRANT	1	EA	15.00	15.00
				TAX	0.00
THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:				TOTAL	33,445.00

- Goods other than those specified on this order must not be substituted or prices changed without authorization.
- 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.

Devin A. Kunkland



CITY OF LANSING

INTERNAL AUDITOR

124 W MICHIGAN AVE FL 10

LANSING MI 48933-1605

(517) 483-4159

Date: February 1, 2024
To: Committee on Ways and Means
From: Emily Linden, Internal Auditor
Subject: Sole Source Purchase – DJ's Auto Sales

Overview:

- Department: Lansing Police Department
- Vendor: DJ's Auto Sales
- Item Purchased: Two vehicles for Special Ops and Violent Crime Teams
- Dollar Amount: \$33,430
- Justification: LPD has searched within 100 miles of the Lansing area and has not located the comparable vehicles for lower prices.

Notes:

- Financially distressed Cities, Villages, and Townships grant funds and forfeiture funds will be utilized to pay for these vehicles.

Recommendation:

- This purchase meets necessary requirements for sole source purchases and is recommended for approval.

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: **January 5, 2024**

SUBJECT: Sole Source – Kennedy Industries – Vertical Dry Pit Pump

The Public Service Department Wastewater Division requests that Kennedy Industries be designated as a Sole Source vendor for the Flygt Vertical Dry Pit Pump.

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

Based on the attached letter we recommend issuing a sole source purchase order to Kennedy Industries, in the amount of \$ 88,950 per the request of the Public Service Department Wastewater Division account # 590.933610.970000-20194

Attachment

Date: _____

Approved _____ Denied _____

Andy Schor, Mayor

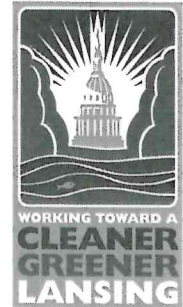


Virg Bernero, Mayor

**PUBLIC SERVICE
DEPARTMENT**

Wastewater Division
1625 Sunset Avenue
Lansing, Michigan 48917
(517) 483-4404
FAX: (517) 483-4536

<http://publicservice.cityoflansingmi.com/pubwater/>



To: Stephanie Robinson, Senior Buyer

From: William H. Brunner, Plant Engineer *WHS*

Date: December 19, 2023

**Subject: Recommendation of Sole Source
Flygt Pumps for East Jolly Road Pump Station**

I recommend that Kennedy Industries (Kennedy) be awarded the work, as a sole-source supplier, to provide two Flygt Submersible vertical dry-pit pumps for \$88,950.00 for the East Jolly Road Pump Station. Kennedy's quotation and a letter from Flygt Products stating that Kennedy is its exclusive sales, maintenance repair and service distributor in Lower Michigan, are attached,

The existing Paco pumps in the East Jolly Road Pump Station were installed in the late 1970's, and are at the end of their useful life. They frequently need maintenance, and parts are no longer available. We have a machine shop make them for each repair. This is expensive and time consuming.

The East Jolly Road Pump Station services an area that lies to the east and northeast, bounded by Collins Road and East Jolly Road. It also picks up an area along Aurelius Road to the south, up to the intersection of Aurelius Road and the railroad tracks. The pump station takes a lot of flow from these areas. It is important to get the old pumps replaced with reliable, long-lasting pumps.

There are several reasons why we would like to sole-source Flygt as the pump manufacturer.

1. Service by the pump supplier, Kennedy Industries, has been very good and they are highly responsive.
2. The operators are familiar with Flygt pumps and they have been reliable in the wastewater treatment and collection system.
3. Operation and maintenance of the pumps will be similar to the other Flygt pumps that the operators already maintain.
4. The Flygt pump uses the source water for cooling. Other pumps use a potable water source for cooling, which increases the operating cost. Also, piping must be extended to the pump and maintained. Maintenance on the pump seals requires disconnecting and reconnecting the water source.

Funds are allocated for this project in the following account:

\$88,950.00 590-933610-970000-20194 WW – Pump Station Improvements

If you have any questions regarding this recommendation, please contact me at your earliest convenience. Thank you for your assistance.

Approved: *Roy K. Moss*
R. Keith Moss, Wastewater Division Superintendent

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



July 7, 2016

Tim Goudy
Territory Manager
Flygt Products
14125 South Bridge Circle
Charlotte, NC 28273

To whom it may concern:

Kennedy Industries, Inc. is Flygt's exclusive authorized sales, maintenance repair and service distributor in Lower Michigan for Flygt products.

Contact information is as follows:

Kennedy Industries, Inc.
4925 Holtz Drive
Wixom, MI 48393

248-684-1200 Phone / 248-684-6011 Fax

Email: info@kennedyind.com Website: www.kennedyind.com

If you have any questions please feel free to contact me @ 513-250-6270.

Sincerely,

Tim Goudy

Tim Goudy

Territory Manager
Flygt Products - A Xylem Brand

Office: 1.513.239.4409 Mobile: 1.513.250.6270 Email: Tim.Goudy@Xyleminc.com



QUOTATION		
DATE	NUMBER	PAGE
12/15/2023	0054627	1 of 1

B LAN115
I
L CITY OF LANSING
L 124 W. MICHIGAN AVE.
T LANSING, MI 48933
O

Accepted By: _____

Date: _____

PO#: _____

Ship To: _____

ATTENTION:

BILL BRUNNER

517-483-4018

bill.brunner@lansingmi.gov

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

CUSTOMER REF/PO#		JOB TITLE	SLP	SHIPPING TYPE
QUOTE REV 1		EAST JOLLY STATION, FLYGT 3153 PUMP, VARIOUS	REA/KNF	FREIGHT ALLOWED
QTY	DESCRIPTION			

(2) FLYGT,SUBMERSIBLE SEWAGE PUMP, MODEL NT3153.185-413 WITH HIGH CHROME IMPELLER AND INSERT RING.
RATED FOR 20 HP, 3 PHASE, 460 VOLT WITH 8" DISCHARGE AND 65 FT. MOTOR AND SENSOR CABLE. PUMP EQUIPPED
WITH SEAL FAIL/HIGH TEMP CABLE.

(2) FLYGT,MINI-CAS - TO BE INSTALLED BY OTHERS.

(2) FLYGT,CAST IRON IRON ADJUSTABLE STAND.

(2) FLYGT,INFINITE ROTATION SUCTION ELBOW.

(2) START-UP INSTALLATION.

NET PRICE INCLUDING FREIGHT, BUT NO TAXES: --- \$88,950.00 TOTAL FOR (2) PUMPS.

DELIVERY: APPROXIMATELY 14-18 WEEKS AFTER RECEIPT OF ORDER.

UPON ORDER - PLEASE CONFIRM CABLE LENGTH REQUIRED.

WE DO NOT INCLUDE:

INSTALLATION, SITE WORK, CONCRETE, ANCHOR BOLTS, PIPING, VALVES, COVER, STARTERS, CONTROLS, CONDUIT,
WIRING OR JUNCTION BOXES UNLESS LISTED ABOVE.

PRICE AND LEAD TIME ARE BASED OFF CURRENT MARKET PRICING AND AVAILABILITY AND ARE SUBJECT TO CHANGE.
PLEASE NOTE QUOTE IS VALID FOR 30 DAYS.

WE APPRECIATE THIS OPPORTUNITY TO QUOTE AND LOOK FORWARD TO BEING OF FUTURE SERVICE.

SINCERELY,
KAILEE FINE

This quote is subject to and incorporates by reference Kennedy Industries, Inc.'s ("Kennedy") Terms & Conditions (Rev'd 6/2023) and Customer Warranty available at www.kennedyind.com which will be provided by email upon written request. Kennedy reserves the right to change the Terms & Conditions and Customer Warranty for future orders. By accepting this quote and/or issuing a purchase order relative to this quote, buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Kennedy's website.

**QUOTE VALID FOR 30 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3%
CHARGE NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL. PAYMENT TERMS: NET 30**

**CITY OF LANSING**

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

TO: KENNEDY INDUSTRIES INC
4925 HOLTZ DR
WIXOM, MI 48393

PURCHASE ORDER

P.O. NUMBER	P089682
DATE	01/11/24
VENDOR I.D.	V000166
DELIVERY DATE	
FOB	Destination
REQUISITION NO	PR018930
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

Page 1 of 1

PHONE# (248) 684-6011 FAX# (248) 684-6011

DELIVER ITEMS TO:

PUBLIC SERVICE WASTEWATER TREATMENT PLANT
1625 SUNSET AVE
LANSING, MI 48917

SEND INVOICE TO:

PUBLIC SERVICE WASTEWATER TREATMENT
1625 SUNSET AVE
LANSING, MI 48917

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	(2) FLYGT, SUBMERSIBLE SEWAGE PUMP, MODEL NT3153.185-413 FOR E JOLLY STATION. THIS INCLUDES FREIGHT	88,950	LS	1.00	88,950.00
				TAX	0.00
				TOTAL	88,950.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

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



CITY OF LANSING

INTERNAL AUDITOR

124 W MICHIGAN AVE FL 10

LANSING MI 48933-1605

(517) 483-4159

Date: February 1, 2024

To: Committee on Ways and Means

From: Emily Linden, Internal Auditor

Subject: Sole Source Purchase – Kennedy Industries, Flygt Vertical Dry Pit Pump

Overview:

- Department: Public Service – Wastewater Treatment Plant
- Vendor: Kennedy Industries
- Item Purchased: Flygt Vertical Dry Pit Pump
- Dollar Amount: \$88,950
- Justification: Kennedy Industries is Flygt's exclusive authorized sales, maintenance repair, and service distributor in Lower Michigan for Flygt products. (Additional information provided in justification letter.)

Recommendation:

- This purchase meets necessary requirements for sole source purchases and is recommended for approval.

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson, Senior Buyer
DATE: January 17, 2024
SUBJECT: Sole Source Purchase – Plante & Moran

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

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

Department: City of Lansing Finance Department

Vendor: Plante & Moran

Item Purchased: Consulting Services for Assistance in Filing Federal E Filing and Printing/Mail Services

Dollar Amount: \$ 17,300.00 from 6503915-743000

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

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

slr

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson, Senior Buyer
DATE: **January 11, 2024**
SUBJECT: Sole Source – Plante Moran

The Finance Department requests that Plante Moran be designated as a Sole Source consultant for Assistance in Filings of Federal E Filing and Printing/Mail Service.

Please see the attached letter from Desiree Kirkland regarding the request.

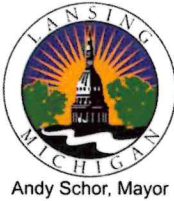
Based on the attached letter we recommend issuing a sole source purchase order to Plante Moran, in the amount of \$ 17,300.00 per the request of the Finance Department.

Attachment

Date: _____

Approved _____ Denied _____

Andy Schor, Mayor



FINANCE DEPARTMENT
124 W Michigan Ave., 8th Floor
Lansing, Michigan 48933
517.483.4500

To: Andy Schor, Mayor

From: Desiree A. Kirkland, Finance Director

Date: January 10, 2024

Subject: Sole Source Procurement 206.05(c)(3): Special Services Or Facilities Are Required—Plante Moran

Please let this memo serve as justification for obtaining a sole source contract with Plante Moran for the period beginning on the “Contract Effective Date” of December 1, 2023, and ending on April 31, 2024. The cost of this agreement is \$17,300.00.

It’s that time of the year again when the City is required to furnish and file Forms 1094-C and 1095-C to remain in compliance with the Affordable Care Act (ACA) reporting requirements as defined by IRS §6055 and §6056. This year’s reporting requires Applicable Large Employers (ALEs) to furnish forms 1094-C and 1095-C by March 1, 2024. We need to begin preparations now so that we can ensure compliance by the March 2021 filing date.

Plante Moran has specialized knowledge and expertise regarding the City’s payroll and finance system, based on their history in assisting the City with filing prior years Forms 1094-C and the 1095-C.

I respectfully request that you grant approval for this sole source contract. Please contact me if you have any questions.

October 17, 2023

Desiree Kirkland
Chief Financial Officer/Treasurer
City of Lansing
124 West Michigan Ave.
Lansing, MI 48933

RE: HCM File Quote – 6055/6056 Reporting Assistance

Dear Ms. Kirkland:

It's that time of the year again when employers are required to furnish and file Forms 1094-C and 1095-C to remain in compliance with the Affordable Care Act (ACA) reporting requirements as defined by IRS §6055 and §6056.

This year's reporting requires Applicable Large Employers (ALEs) to furnish forms 1094-C and 1095-C by March 1, 2024. We need to begin preparations now so that we can help the City of Lansing comply by the March 1, 2024 (or March 31st if filing electronically) filing date.

Plante Moran Group Benefit Advisors II, LLC (PMGBA) has entered into an End User Licensing Agreement with HCM File to provide the software solution to successfully complete the 1094/1095 filings. The following describes the software solution, HCM File, and the services PMGBA will make available to the City of Lansing for the purpose of satisfying the ALE reporting requirement.

HCM File Process Overview

HCM File is a web and Excel based reporting solution that can be used to aggregate data from various sources (payroll, medical carrier/administrator, benefits administration software, etc.). This data is then used to properly code the forms 1094-C and 1095-C applicable to your organization. The process can be broken down into the following steps:

1. Create a list of full-time employees, retirees, and/or COBRA participants that must furnish a form 1095-C
2. Enter employer information in the HCM File web application
3. Define employee, retiree, and/or COBRA classes in the HCM File web application
4. Collect demographic information for employees, retirees, and/or COBRA participants

October 13, 2023

5. Collect medical plan coverage data for employees, retirees, and/or COBRA participants (including spouses/dependents for self-insured plans)
6. Populate data into the HCM File Excel spreadsheet
7. Upload HCM File Excel spreadsheet into HCM File web application to produce reporting outputs
8. File and furnish forms 1094-C and 1095-C

HCM File will also provide federal E-Filing as a standard service without additional charges or fees. This includes the processing of all corrections that may be needed. Print/mail fulfillment is included.

Services Provided by PMGBA

We anticipate that the City of Lansing will utilize the HCM File software solution, and PMGBA consultants will provide technical guidance and support with the technology throughout the filing process. Specifically, PMGBA will assist in the following ways:

1. Defining the employee, retiree, and/or COBRA classes needed for the HCM File web application
2. Identifying all data sources necessary to populate HCM File Excel spreadsheet
3. Populating the HCM File Excel spreadsheet
4. Identifying and selecting all applicable safe harbor codes
5. Provide ad hoc compliance research and guidance
6. Provide ad hoc assistance with using both the HCM File web application and HCM File Excel spreadsheet
7. Assist you in completing the filing

Professional Services Fees

As noted in the section above describing the HCM File Overview, this year's fees include federal E-Filing as a standard service inclusive of all corrections. PMGBA's services include both the end user licensing agreement for the HCM File software application and the support services identified above. The initial term of the agreement is twelve (12) months with the expectation that most, if not all, activity will occur from December 2023 – February 2024.

The annual fees for the services described, including print/mail service, are **\$17,300**.

HCM FILE - END USER LICENSING AGREEMENT:

CUSTOMER INFORMATION

Contact Name: Desiree Kirkland
Chief Financial Officer/Treasurer
Company: City of Lansing
Address: 124 West Michigan Ave.
City/State/Zip: Lansing, MI 48933

Contract Effective Date: **12/1/2023**

SERVICE PURCHASED	DESCRIPTION AND FEE STRUCTURE	ANNUAL TOTAL *
Full Service with federal E-Filing and print/mail service – TAX YEAR 2022	See HCM File proposal attached.	\$17,300.00

Payment terms and conditions apply to all fees and services rendered.

Customer Agreement and the Subscription Services Terms and Conditions attached constitute the entire agreement between the parties with respect to this order and supersedes all prior communications oral or written. The individual who has signed below has the authority to place this order on behalf of the company identified above and to commit the company to payment of the associated charges.

Plante Moran Group Benefit Advisors II, LLC



BY:

Jonathon Trionfi
Co-President

By: _____
Authorized Customer Signature

Name (printed)

Title



HEALTH COST MANAGER SUBSCRIPTION SERVICES TERMS AND CONDITIONS

These Subscription Services Terms and Conditions and each Customer Agreement submitted by You (the company identified as the "Customer" on the Customer Agreement) and accepted by Plante Moran Group Benefit Advisors II, LLC ("Us" or "We") constitute the "Agreement" for Your access to the subscription services described on the Customer Agreement(s) ("Subscription Services").

1. Services.

You subscribe to the Subscription Services and We grant to You a non-exclusive, non-transferable, non-assignable license to access and use the Subscription Services solely for Your internal use by Your Users to manage and communicate Your information with Your employees. You are only authorized to access and use the Subscription Services identified on a fully executed Customer Agreement during the Term identified. We may update, enhance, or modify the Subscription Services from time to time to include new features, improve functionality, and address customer feedback without notice. You shall maintain a copy of all computer software applications required to access the Subscription Services on computers owned or operated by You. You will not be entitled to receive a copy of the software used to provide the Subscription Services. We may make available end-user instructions for use and operation of the Subscription Services ("Documentation") electronically or otherwise, and You and the individuals you authorize to access the Subscription Services ("Users") may use the Documentation only in connection with use of the Subscription Services.

2. Reservation of Rights.

All rights granted in this Agreement are a license, not a sale. We reserve all rights not expressly granted in this Agreement. You may not, and will not permit any third party to, copy, modify, adapt, or create derivative works of the Subscription Services or Documentation, remove any copyright or other proprietary rights notices, or disassemble, decompile, decrypt, or reverse engineer, or otherwise attempt to discover or replicate source code for the Subscription Services.

3. Services.

We will make available certain consulting and professional services to You as mutually agreed upon in writing from time to time. We will provide such services pursuant to Our then current rates unless otherwise mutually agreed upon in writing.

4. Login Information.

Each of Your Users will be required to provide password and login identification ("Login Information") in order to access the Subscription Services. You are fully responsible for all uses of the Login Information attributable to You and Your Users. You will (i) protect the confidentiality of all Login Information, (ii) require Login Information for each User; (iii) notify Us of any breach of the confidentiality of any Login Information, and (iv) update and maintain current the Login Information in a manner to notify Us if any individual is no longer authorized to use the Login Information or misuses the Login Information. You will not provide Login Information to any person that is not Your User, employee or contractor. Without liability or limiting any other remedies available to Us, We reserve the right to suspend or terminate access by any User accessing the Subscription Services under user/login rights granted to You if such use represents a breach of the terms and conditions of this Agreement or security risk to Our systems.

5. Your Data.

In order to utilize the Subscription Services as intended, You are responsible to provide information and data for inclusion in the Subscription Services ("Your Data") and as otherwise described in this Agreement. You grant Us the right to copy, transmit and use Your Data in connection with providing the Subscription Services or other services You order. We acknowledge that Your Data constitutes Your Proprietary Information. You grant Us a limited license to access, copy, display, reproduce, and transmit Your Data solely for the purpose of providing the Subscription Services and performing Our obligations under this Agreement, and You represent and warrant that You are authorized to provide Your Data to Us for these purposes. Additionally, We may use the Your Data in an aggregated manner without identifying You or Your employees for purposes of optimizing

the Subscription Services or providing information to Our prospective customers, investors or advisors.

6. Your Obligations.

You represent and warrant that (a) You will provide all information reasonably necessary for Our provision of the Subscription Services and to allow You and Your Users to use the Subscription Services as intended; (b) You and Your Users are authorized to provide all data and information submitted to the Subscription Services and other of Your Data that may be relevant to Us; (c) You shall fully comply, and be and remain in compliance, with all applicable laws, rules and regulations; (d) You and each of Your Users shall be responsible for providing Your own Internet access (including all equipment, software and services required to obtain and maintain such access); and (e) the use of Your Data by Us as contemplated in this Agreement will not infringe the copyrights, patents, trademarks, service marks, trade secrets, confidential information or privacy right of any third party or constitute a defamation, invasion of privacy, or violation of any right of publicity or other third party right. You will use commercially reasonable efforts to implement reasonable physical, technical and administrative safeguards for Your information technology systems as required by law, including without limitation preventing any virus, Trojan horse, worm or other disabling code from being transmitted to or introduced into the Our systems.

7. Fees and Payment.

You will pay Us the fees for the Subscription Services and any other related services as specified on any Customer Agreement that You submit and We accept ("Subscription Fees"). Any services for which the fees are not set forth on a Customer Agreement shall be paid for at Our then-current time and materials rates unless otherwise agreed in writing by the parties. Except as otherwise set forth in a Customer Agreement, all amounts are due 10 days after invoice date and if not paid within thirty days of the invoice date will incur interest at 1.5% per month or the maximum rate under applicable law, if less. You will reimburse Us for out-of-pocket expenses reasonably incurred in rendering any services ordered hereunder, including without limitation, reasonable travel and transportation expenses, lodging, and meals. All amounts are exclusive of all sales, use, withholding, excise, value added, ad valorem or other similar taxes incurred or owed in connection with this Agreement and You shall pay any and all such taxes. You will not be responsible to pay for any taxes based solely on Our income.

8. Warranty; Disclaimer of Warranties.

We warrant to You that the Subscription Services shall materially comply with any specifications or Documentation We provide to You so long as the Subscription Services are used in accordance with the Documentation. We will repair or provide a workaround for any Subscription Services if We receive a written notice from You within the Warranty Period describing the warranty breach. The "Warranty Period" will be through April 1st following the date the applicable Subscription Service is first made available for Your use for production purposes, which We may also describe as the "Go-Live Date". This is Your exclusive remedy and Our sole and complete obligation with respect to the warranty for the Subscription Services. EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SUBSCRIPTION SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SUBSCRIPTION SERVICES. WE DO NOT WARRANT THAT THE SUBSCRIPTION SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. WE DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SOFTWARE WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS. You acknowledge that transmission of information via the Internet is not secure, and third parties out of Our control provide access to and maintain Internet connectivity for You to access and use the Subscription Services. We are not responsible for any interception or corruption of information or data during any transmission over the Internet or any related telecommunications network or at Your network access point. We expressly disclaim any and all liability related to Your use of such telecommunications services and related networks, including without limitation any erroneous transmissions, corruption or loss of data, or inability to access the Subscription Services as a result of telecommunications or Your equipment failure. No information contained in any of the Subscription Services or any process related

thereto constitutes legal or tax advice. You should obtain legal advice to ensure its compliance with laws applicable to its business.

9. Term.

The initial term of this agreement shall be for the period beginning on the "Contract Effective Date" and ending on the following April 31st.

10. Termination.

Either of us may terminate this Agreement (i) if the other commits a material breach of this Agreement that remains uncured thirty (30) days after written notice of such breach is delivered to the other, or (ii) immediately if the other assigns any of its assets to its creditors, or voluntarily or involuntarily petitions for the protection of bankruptcy court. Rights of termination are in addition to any other remedies available to the parties, at law or in equity. Upon any termination or expiration of this Agreement (i) All license rights shall immediately terminate and You and Your Users shall immediately cease use of the Subscription Services and We may immediately terminate You and Your Users access to the Subscription Services; and (ii) Amounts owed shall be immediately due and payable. (iii) Refunded amounts shall be determined on a case-by-case basis. The sections of this Agreement intended to survive shall continue past any termination of this Agreement. Upon Your failure to pay any amounts owed under this Agreement when due or material breach of this Agreement, You agree that, in addition to any other remedies available at law or equity, We may prevent You and Your Users' access to the Subscription Services. We will give You at least fifteen (15) days written notice prior to such suspension or termination. You acknowledge and agree that We will have no liability for any loss of access to the Subscription Services. We may exercise the rights prior to expiration of the thirty (30) day cure period set forth above. Any suspension or termination of access to the Subscription Services will accelerate any minimum amounts owed or fees due under this Agreement.

11. Confidentiality.

Each of us shall protect the non-public proprietary information and trade secrets of the other ("Proprietary Information") with the same standard of protection and care that it uses for its own Proprietary Information, but in no event less than reasonable care and diligence. Except as authorized in this Agreement or otherwise in writing by the disclosing party, neither of us shall disclose, publish, transmit or make available all or any part of such Proprietary Information except in confidence or a need-to-know basis to our own employees and third party contractors who have undertaken a written obligation of protection and confidentiality at least as protective as stated above, and shall not duplicate, transform or reproduce such Proprietary Information except as expressly permitted hereunder. Information will not be considered Proprietary Information to the extent that such information: (a) is already known to the receiving party free of any confidentiality obligation at the time it was obtained; (b) is or becomes publicly known through no wrongful act of the receiving party; (c) is rightfully received from a third party without restriction and without breach of this Agreement; or (d) is required to be disclosed by law or court order. In the event that either party is required by law or court order or regulatory authority to disclose any Proprietary Information, such disclosure may be made only after the other party has been notified and has had a reasonable opportunity to seek a court order or appropriate agreement protecting disclosure of such Proprietary Information. With regard to Trade Secrets, the obligations in this Section shall continue for so long as such information continues to be a Trade Secret. With regard to Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for three (3) years thereafter.

12. Our Indemnity Obligations.

We agree to defend You and pay any and all amounts payable under any final judgment or verdict, or agreed to in a written settlement executed by such, resulting from any third party allegation against You that the Subscription Services directly infringe such third party's U.S. patent, U.S. copyright or U.S. trademark or misappropriate such third party's trade secret. Should Your use of the Subscription Services be determined to have infringed, or if, in Our judgment, such use is likely to be infringing, We may, at Our sole option and discretion: (i) procure for You the right to continue using the Subscription Services, or (ii) replace or modify them to make their use non-infringing while achieving substantially similar results. If neither of the above options is or would be available on a basis that We find commercially reasonable, We may terminate Your

license to the Subscription Services, You will cease using the Subscription Services and We will refund to the You any pre-paid and unused fees paid for such infringing Subscription Services. Our obligations under this section will be subject to Your providing prompt written notice of the claim; giving Us sole control of the defense and settlement of the claim (including selection of counsel); providing information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, making any of Your defenses available to Us. THIS SECTION 12 SETS FORTH YOUR EXCLUSIVE REMEDY AND OUR SOLE AND COMPLETE LIABILITY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION.

13. Your Indemnity Obligations.

In addition to any other obligations of indemnity provided in this Agreement, to the extent allowable by law You agree to indemnify, defend and hold harmless Us, Our affiliates, and Our respective directors, officers, shareholders, employees and agents from and against any claims, actual and direct liabilities or damages, causes of action or injuries, together with costs and expenses, including reasonable attorneys' fees, arising out of or resulting from (a) any breach of this Agreement or any violation of law by You or Your representatives, or (b) any third party claim related to or that arises in connection with Your use the Subscription Services, except to the extent any such claim is subject to Section 12 or Our development efforts based upon Your Data or direction. Your indemnification obligation, if any is allowable by law, is subject to the following expressed limitations: it does not extend beyond the limitation placed on a municipality to indemnify another pursuant to law; it shall not abrogate nor diminish Your defense of governmental or sovereign immunity against any party, including Us, for claims unrelated to the possession or operation of the Subscription Services; it shall not entitle another party, including Us, to any claim to which the other party would not otherwise be entitled; and it shall not include Our sole negligence.

14. Limitations of Liability.

WE WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, TIME, SAVINGS, DATA, OR GOODWILL, DAMAGES ARISING FROM USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES OR OTHER PRODUCTS OR SERVICES, OR COST OF REPLACEMENT GOODS OR SERVICES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THE SUBSCRIPTION SERVICES, PRODUCTS, SERVICES OR OTHERWISE RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THEORY OF LIABILITY, EVEN IF SUCH DAMAGES WERE FORESEEABLE. EXCEPT FOR ANY DIRECT DAMAGES FOR BODILY INJURIES OR TANGIBLE PROPERTY DAMAGE PROXIMATELY CAUSED BY US, THE MAXIMUM AGGREGATE LIABILITY OF US IN ALL EVENTS SHALL BE LIMITED TO THE AMOUNT OF FEES YOU PAID TO US UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST CLAIM.

15. Governing Law; Venue.

You acknowledge and agree that all actions or proceedings arising directly or indirectly, in connection with, out of, related to or from this Agreement shall be litigated, in courts having situs within the United States, state of Michigan, county of Ingham. You consent and submit to the jurisdiction of any such local, state or federal court located within such county.

16. Publicity.

You grant Us a royalty-free, limited, nontransferable (except in connection with an assignment of this Agreement), nonexclusive license during the term of this Agreement to use and display Your logos and trademarks in advertising materials, trade show materials and other literature; provided that We agree to comply with Your written guidelines delivered to Us from time to time. Either You or We may issue an initial press release announcing this relationship within ninety (90) days of execution of the Agreement. The party writing the press release will provide the other with a proposed copy of the press release at least ten (10) days prior to release for review. If the submitting party does not receive written comments within ten (10) days, the press release will be deemed approved. After such initial press release, neither of us will make any public statements or issue any press releases relating to this Agreement without the prior approval of the other.

17. General.

Our relationship with You is as an independent contractor, and this Agreement shall not be construed to create any employment relationship, partnership, joint venture, or agency relationship or to authorize either of our companies to enter into any commitment or agreement binding on the other. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without regard to its rules regarding conflict of laws. This Agreement and all rights and obligations may not in any event be assigned in whole or in part by either party without the prior written consent of the other, except our rights and obligations may be assigned without consent to another entity in connection with a reorganization, merger, consolidation, acquisition, or other restructuring involving all or substantially all of our voting securities and/or assets. Any attempted assignment in contravention hereof shall be void and of no effect. This Agreement shall be binding upon, and inure to the benefit of the parties, their legal representatives, successors, and assigns as permitted by this Agreement. Except for any payment obligations hereunder, neither party shall be liable for failure to perform any of its respective obligations hereunder if such failure is caused by an event outside its reasonable control, including but not limited to, an act of God, war, natural disaster, utility or telecommunications failure, or changes in governmental regulations. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement shall constitute a consent to any prior or subsequent breach. No modifications, waivers, additions, or amendments to this Agreement shall be effective unless made in writing expressly references this Agreement and is signed by handwritten signature by duly authorized representatives of the parties. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. All notices required to be given hereunder shall be given in writing and shall be delivered either by hand, by certified mail with proper postage affixed thereto, or by overnight courier addressed to the signatory at the address set forth on the Customer Agreement, or such other person and address as may be designated from time to time in writing. All such communications shall be deemed received by the other party upon the earlier of actual receipt or actual delivery.

Jake Brower, Finance Director
City of Lansing

October 13, 2023

Please return the signed engagement letter prior to November 30, 2023, so that we can ensure completion of all work on a timely basis. Upon receipt we will issue an invoice for the services elected below.

Summary

We are complimented by your continued selection to once again partner with PMGBA for assistance with your reporting requirements under IRS §6055 and §6056. We ask that you please sign both original copies of this letter as well as the end user licensing agreement and return one copy to me, keeping the other for your records. Please feel free to contact me if you have any questions regarding this quote, the HCM File software solution, or the reporting requirements under §6055 and §6056.

Sincerely,



Jonathon Trionfi
PM Group Benefit Advisors II, LLC

Proposal Acceptance

Full Service with federal E-Filing and print/mail service: **\$17,300**

Authorizing Officer

Printed name and title

**CITY OF LANSING**

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

TO: PLANTE & MORAN PLLC
16060 COLLECTIONS CENTER DR
CHICAGO, IL 60693

PURCHASE ORDER

P.O. NUMBER	P089703
DATE	01/17/24
VENDOR I.D.	V010169
DELIVERY DATE	
FOB	
REQUISITION NO	PR018963
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

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

Page 1 of 1

DELIVER ITEMS TO:

FINANCE DEPARTMENT OPERATIONS
124 W MICHIGAN AVE 8TH FL
LANSING, MI 48933

SEND INVOICE TO:

FINANCE DEPARTMENT OPERATIONS
124 W MICHIGAN AVE 8TH FL
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	FULL SERVICE WITH FEDERAL E FILING AND PRINT/MAIL SERVICE - TAX YEAR 2023	17,300	LS	1.00	17,300.00
				TAX	0.00
				TOTAL	17,300.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

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

Devin A. Kunkel



CITY OF LANSING

INTERNAL AUDITOR

124 W MICHIGAN AVE FL 10

LANSING MI 48933-1605

(517) 483-4159

Date: February 1, 2024
To: Committee on Ways and Means
From: Emily Linden, Internal Auditor
Subject: Sole Source Purchase – Plante Moran

Overview:

- Department: Finance
- Vendor: Plante Moran
- Item Purchased: Plante Moran – 6055/6056 Reporting Assistance
- Dollar Amount: \$17,300
- Justification: Plante Moran has specialized knowledge and expertise regarding the City's payroll and finance system based on their history in assisting the City with filing prior year's forms.

Notes:

- Errors in memo clarified by the Department:
 - The Contract effective date should be December 1, 2023-April 30, 2024.
 - Although the contract date is December 1st, work has not yet started.
 - The filing deadline is March 1, 2024.
- In the future finance should provide more details to ensure that this is applicable under the sole source ordinance and provide to Council sooner with more time to review before the filing deadline.

Recommendation:

- This is recommended for approval given the March 1, 2024 deadline as work needs to start immediately.